

**SOUTH FLORIDA**  
**REGIONAL TRANSPORTATION**  
**AUTHORITY**

**GOVERNING BOARD**

**REGULAR MEETING AGENDA**  
**AUGUST 24, 2007**  
**9:30 a.m.**

South Florida Regional Transportation Authority  
Board Room  
800 NW 33<sup>rd</sup> Street  
Suite 100  
Pompano Beach, FL 33064

SFRTA BOARD MEETINGS ARE SCHEDULED ON THE FOURTH FRIDAY OF EACH MONTH AT 9:30 A.M. FOR FURTHER INFORMATION CALL (954)942-RAIL (7245). TIME OF MEETINGS SUBJECT TO CHANGE.

**SFRTA Board Members**

Commissioner Bruno Barreiro, Chair  
James A. Cummings  
Mayor Josephus Eggelletion, Vice-Chair

Marie Horenburger  
Neisen Kasdin  
Commissioner Jeff Koons

John Martinez  
George Morgan, Jr.  
Bill T. Smith

**Executive Director**

Joseph Giulietti

**GOVERNING BOARD REGULAR MEETING**  
**OF AUGUST 24, 2007**

The meeting will convene at 9:30 a.m., and will be held in the Board Room of the South Florida Regional Transportation Authority, Administrative Offices, 800 NW 33<sup>rd</sup> Street, Suite 100, Pompano Beach, Florida 33064.

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**AGENDA APPROVAL** – Additions, Deletions, Revisions

**MATTERS BY THE PUBLIC** – Persons wishing to address the Board are requested to complete an “Appearance Card” and will be limited to three (3) minutes. Please see the Minutes Clerk prior to the meeting.

<b>CONSENT AGENDA</b>
Those matters included under the Consent Agenda are self-explanatory and are not expected to require review or discussion. Items will be enacted by one motion in the form listed below. If discussion is desired by any Board Member, however, that item may be removed from the Consent Agenda and considered separately.

C1. [MOTION TO APPROVE:](#) Minutes of Governing Board’s Regular Meeting of June 22, 2007.

<b>REGULAR AGENDA</b>
Those matters included under the Regular Agenda differ from the Consent Agenda in that items will be voted on individually. In addition, presentations will be made on each motion, if so desired.

R1. [MOTION TO APPROVE:](#) The purchase of a Cisco Media Convergence System (MCS) 7825-H3 Voice-Over-IP Telephone System from CPT of South Florida, via a purchase order pursuant to General Service Administration Contract #GS-35F-4389G for South Florida Regional Transportation Authority’s (SFRTA) Administrative Offices in the amount of \$142,234.94.

Department: Finance and Information Technology    Department Director: Edward Woods  
Project Manager: Michael Kanefsky                      Procurement Director: Chris Bross

R2. [MOTION TO APPROVE](#): Joint Participation Agreement (JPA) Supplemental No. 4 between the South Florida Regional Transportation Authority (SFRTA) and the Florida Department of Transportation (FDOT) for Feeder Service Funding for \$3,425,000 bringing the total Agreement to \$12,457,000.

Department: Finance & Information Technology  
Project Manager: Elizabeth Walter

Department Director: Edward T. Woods  
Procurement Director: Chris Bross

R3. [MOTION TO APPROVE](#): Joint Participation Agreement (JPA) between the South Florida Regional Transportation Authority (SFRTA) and the Florida Department of Transportation (FDOT) in the amount of \$62,560.00.

Department: Finance & Information Technology  
Project Manager: Elizabeth Walter

Department Director: Edward Woods  
Procurement Director: Chris Bross

R4. [MOTION TO APPROVE](#): Change Order No. 1 to Agreement No. 06-115, between the South Florida Regional Transportation Authority (SFRTA) and Rotem Company to exercise Option No. 6 (4 Trailer Cars) and Option No. 7 (8 Cab Cars) under the Southern California Regional Rail Authority's (SCRRA) Contract No. EP 142-06 in the amount of \$21,056,100.00.

Department: Engineering & Construction  
Project Manager: Daniel R. Mazza, P.E.

Department Director: Daniel R. Mazza, P.E.  
Procurement Director: Chris Bross

R5.

(A) [MOTION TO APPROVE](#): Request for Letters Of Interest (RLOI) No. 07-854 for Design and Engineering Services for station enhancements at the 79<sup>th</sup> Street Metrorail Transfer Station.

(B) [MOTION TO APPROVE](#): Selection and Evaluation Committee for the analysis and ranking of proposers for Design and Engineering Services. The committee members include SFRTA staff as follows: Daniel R. Mazza, P.E., Director of Engineering and Construction; Edward Byers, Operations Manager; Michael Lulo, Project Manager, Engineering and Construction, and one (1) FDOT member, Ed Carson, Transit Programs Administrator (Exhibit 3).

Department: Engineering & Construction  
Project Manager: Michael Lulo

Department Director: Daniel R. Mazza, P.E.  
Procurement Director: Chris Bross

R6.

(A) [MOTION TO APPROVE](#): Intergovernmental Coordination and Review and Public Transportation Coordination Joint Participation Agreement (JPA) between the South Florida Regional Transportation Authority (SFRTA) and the Broward Metropolitan Planning Organization (MPO).

(B) [MOTION TO APPROVE](#): Intergovernmental Coordination and Review and Public Transportation Coordination Joint Participation Agreement (JPA) between the South Florida Regional Transportation Authority (SFRTA) and the Palm Beach Metropolitan Planning Organization (MPO).

Department: Planning & Capital Development  
Project Manager: William L. Cross, P.E.

Department Director: Daniel R. Mazza P.E.  
Procurement Director: Chris Bross

R7.

(A) [MOTION TO APPROVE](#): Exercising the first of two (2) one (1) year renewal option periods to Agreement No. 04-616(A), between South Florida Regional Transportation Authority (SFRTA) and PB Americas, Inc., for Transportation Planning Consultant Services in the maximum not-to-exceed amount of \$5,000,000.

(B) [MOTION TO APPROVE](#): Exercising the first of two (2) one (1) year renewal option periods to Agreement No. 04-616(B), between South Florida Regional Transportation Authority (SFRTA) and Kimley-Horn and Associates, Inc., for Transportation Planning Consultant Services, in the maximum not-to-exceed amount of \$5,000,000.

(C) [MOTION TO APPROVE](#): Exercising the first of two (2) one (1) year renewal option periods to Agreement No. 04-616(C), between South Florida Regional Transportation Authority (SFRTA) and Carter Burgess, for Transportation Planning Consultant Services in the maximum not-to-exceed amount of \$5,000,000.

(D) [MOTION TO APPROVE](#): Exercising the first of two (2) one (1) year renewal option periods to Agreement No. 04-616(D), between South Florida Regional Transportation Authority (SFRTA) and Gannett Fleming, Inc., for Transportation Planning Consultant Services in the maximum not-to-exceed amount of \$5,000,000.

(E) [MOTION TO APPROVE](#): Exercising the first of two (2) one (1) year renewal option periods to Agreement No. 04-616(E), between South Florida Regional Transportation Authority (SFRTA) and The Corradino Group, for Transportation Planning Consultant Services in the maximum not-to-exceed amount of \$5,000,000.

Department: Planning & Capital Development Department Director: Daniel R. Mazza, P.E.  
Project Manager: William L. Cross, P.E. Procurement Director: Chris Bross

<b>COMMITTEE REPORTS / MINUTES</b>
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Action not required, provided for information purposes only. If discussion is desired by any Board Member, however, that item may be considered separately.
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- A. PROPERTY TASK FORCE
- B. [CONSTRUCTION OVERSIGHT COMMITTEE](#)
- C. [PLANNING TECHNICAL ADVISORY COMMITTEE](#)
- D. [MARKETING COMMITTEE](#)
- E. [OPERATIONS TECHNICAL COMMITTEE](#)
- F. CITIZENS ADVISORY COMMITTEE
- G. AUDIT COMMITTEE
- H. [LEGISLATIVE COMMITTEE](#)
- I. ADVISORY COMMITTEE FOR PERSONS WITH DISABILITIES



## INFORMATION / PRESENTATION ITEMS

Action not required, provided for information purposes only. If discussion is desired by any Board Member, however, that item may be considered separately.

I-1 [PRESENTATION](#) – SFRTA Strategic Regional Transit Plan

I-2- [INFORMATION](#) – Disadvantaged Business Enterprise Overall Goal For Fiscal Year 2008

## MONTHLY REPORTS

Action not required, provided for information purposes only. If discussion is desired by any Board Member, however, that item may be considered separately.

A. [ENGINEERING & CONSTRUCTION MONTHLY PROGRESS REPORTS](#) – All projects are completed

B. [RIDERSHIP GRAPHS](#) – June and July

C. [ON-TIME PERFORMANCE GRAPHS](#) – June and July

D. [MARKETING MONTHLY SUMMARY](#) – June and July

E. [BUDGETED INCOME STATEMENT](#) – June and July

F. [PAYMENTS OVER \\$2,500.00](#) – June and July

G. [REVENUE AND FARE EVASION REPORTS](#) – June and July

H. [SOLICITATION SCHEDULE](#) – June and July

I. [CONTRACT ACTIONS EXECUTED UNDER THE EXECUTIVE DIRECTOR'S AUTHORITY](#) - June and July

J. [CONTRACT ACTIONS EXECUTED UNDER THE CONSTRUCTION OVERSIGHT COMMITTEE](#) – June and July

K. [PROPERTY TASK FORCE – PROJECT SCHEDULE](#) - Current

[OTHER BUSINESS](#)

[EXECUTIVE DIRECTOR REPORTS/COMMENTS](#)

[LEGAL COUNSEL COMMENTS](#)

[CHAIR COMMENTS](#)

[BOARD MEMBER COMMENTS](#)

[ADJOURNMENT](#)

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special accommodation to participate in this proceeding, must at least 48 hours prior to the meeting, provide a written request directed to the Executive Office at 800 NW 33<sup>rd</sup> Street, Suite 100, Pompano Beach, Florida, or telephone (954) 942-RAIL (7245) for assistance; if hearing impaired, telephone (800) 273-7545 (TTY) for assistance.

Any person who decides to appeal any decision made by the Governing Board of the South Florida Regional Transportation Authority with respect to any matter considered at this meeting or hearing, will need a record of the proceedings, and that, for such purpose, he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

Persons wishing to address the Board are requested to complete an "Appearance Card" and will be limited to three (3) minutes. Please see the Minutes Clerk prior to the meeting.

**MINUTES  
SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY  
GOVERNING BOARD REGULAR MEETING  
OF JUNE 22, 2007**

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The regular Meeting of the South Florida Regional Transportation Authority Governing Board was held at 9:30 a.m. on Friday, June 22, 2007 in the South Florida Regional Transportation Authority Board Room, 800 Northwest 33<sup>rd</sup> Street, Suite 100, Pompano Beach, Florida 33064.

**BOARD MEMBERS PRESENT:**

Bruno Barreiro, Chair - Miami-Dade County Commissioner  
James A. Cummings, Citizen Representative, Broward County  
Mayor Josephus Eggelation, Jr., Vice Chair - Broward County Commissioner  
Marie Horenburger, Citizen Representative, Palm Beach County – *via teleconference*  
Jeff Koons, Palm Beach County Commissioner  
Bill T. Smith, Governor's Appointee

**BOARD MEMBERS ABSENT:**

Neisen Kasdin, Citizens Representative, Miami-Dade County  
John Martinez, District Secretary, Florida Department of Transportation  
George Morgan Jr., Governor's Appointee

**ALSO PRESENT:**

Joseph Giulietti, Executive Director, SFRTA  
Jack Stephens, Deputy Executive Director, SFRTA  
Bonnie Arnold, Director of Marketing, SFRTA  
Brad Barkman, Director of Operations, SFRTA  
Chris Bross, Director of Procurement, SFRTA  
Diane Hernandez Del Calvo, Director of Administration, SFRTA  
Mary Jane Lear, Director of Human Resources, SFRTA  
Renee Matthews, Special Projects Manager, SFRTA  
Dan Mazza, Director of Engineering and Construction, SFRTA  
Teresa Moore, General Counsel, SFRTA  
Jeffrey Olson, Staff Counsel, SFRTA  
Edward Woods, Director of Finance & IT, SFRTA  
Flavia Silva, Executive Assistant, SFRTA

**CALL TO ORDER**

The Chair called the meeting to order at 9:40 a.m.

**ROLL CALL**

The Chair requested a roll call. A quorum was established.

**PLEDGE OF ALLEGIANCE**

The Chair led the Pledge of Allegiance.

**AGENDA APPROVAL** – Additions, Deletions, Revisions

Mr. Giulietti requested the following Additions, Deletions and Revisions to the Agenda:

**REVISIONS:**

Regular Agenda Item R1 – MOTION TO APPROVE: Agreement No.07-723 between the South Florida Regional Transportation Authority and Watson Rice, LLP, for Auditing Services for a period of three (3) years with two (2) one (1) year options, in the lump sum amount of \$83,302 for year one, \$86,217 for year two, and \$89,235 for year three.

K. Property Committee Project Schedule - Revised

**ADDITIONS:**

Exhibit 4 (Presentation) to Information Item I2 – Central Palm Beach County Transportation Corridor

Mr. Giulietti stated that at the request of the Governing Board Chair; Agenda Item **I-1** (Presentations From Shortlisted Firms For RFP 07-516 “General Counsel Legal Services”) be heard before Regular Agenda Item **R7** (MOTION TO APPROVE: Agreement No. 07-516 between the South Florida Regional Transportation Authority and \_\_\_ TBD \_\_\_ for General Counsel Legal Services, for an initial term of three (3) years, in the lump sum amount of \$ \_\_\_ TBD \_\_\_, with two (2) additional one (1) year option periods.) and Regular Agenda Item **R8** (MOTION TO APPROVE: SFRTA Chair and Vice-Chair for Fiscal Year 2007-08).

**Board Member Marie Horenburger moved to approve the Agenda as revised. The motion was seconded by Commissioner Jeff Koons.**

**The Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Chair declared the motion carried unanimously.**

**MATTERS BY THE PUBLIC** – Persons wishing to address the Board are requested to complete an “Appearance Card” and will be limited to three (3) minutes. Please see the Minutes Clerk prior to the meeting.

Mr. Dan Glickman of Deerfield Beach, Florida, addressed the Governing Board. Mr. Glickman stated a score card on regional SFRTA projects.

## CONSENT AGENDA

Those matters included under the Consent Agenda are self-explanatory and are not expected to require review or discussion. Items will be enacted by one motion in the form listed below. If discussion is desired by any Board Member, however, that item may be removed from the Consent Agenda and considered separately.

**Board Member Jim Cummings moved for approval of the Consent Agenda. The motion was seconded by Board Member Bill Smith.**

**The Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Chair declared the motion carried unanimously.**

C1. MOTION TO APPROVE: Minutes of Governing Board's Regular Meeting of May 25, 2007.

**Commissioner Jeff Koons moved for approval of the Minutes of Governing Board's Regular Meeting of May 25, 2007. The motion was seconded by Board Member Jim Cummings.**

**The Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Chair declared the motion carried unanimously.**

## REGULAR AGENDA

Those matters included under the Regular Agenda differ from the Consent Agenda in that items will be voted on individually. In addition, presentations will be made on each motion, if so desired.

R1. MOTION TO APPROVE: Agreement No.07-723 between the South Florida Regional Transportation Authority and Watson Rice, LLP, for Auditing Services for a period of three (3) years with two (2) one (1) year options, in the lump sum amount of \$83,302 for year one, \$86,217 for year two, and \$89,235 for year three.

**Commissioner Jeff Koons moved for approval. The motion was seconded by Board Member Jim Cummings.**

**The Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Chair declared the motion carried unanimously.**

R2. MOTION TO APPROVE: Supplemental Joint Participation Agreement Nos. 1 and 2, between the South Florida Transportation Authority and the Florida Department of Transportation in the amounts of \$248,850 and \$16,852,000, respectively, for operations.

**Commissioner Mayor Josephus Eggelton moved for approval. The motion was seconded by Board Member Jim Cummings.**

**The Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Chair declared the motion carried unanimously.**

R3. MOTION TO APPROVE: Interlocal Agreement between the South Florida Regional Transportation Authority (SFRTA) and Palm Beach County in the amount of \$4,366,950 for Operating Funds and \$2,670,000 for Additional Contribution. This Agreement commences July 1, 2007, and ends June 30, 2008 (Exhibit 1).

**Commissioner Jeff Koons moved for approval. The motion was seconded by Board Member Jim Cummings.**

**The Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Chair declared the motion carried unanimously.**

R4. MOTION TO APPROVE: Supplemental Joint Participation Agreement (JPA) No.3, between the South Florida Regional Transportation Authority (SFRTA) and the Florida Department of Transportation (FDOT), for the second year funding for the SFRTA to manage, maintain, inspect, direct and control all railroad operations over the New River Bridge Corridor, increasing the amount of the existing JPA by \$1,300,000, for a revised total JPA amount of \$3,126,000.

**Board Member Jim Cummings moved for approval. The motion was seconded by Commissioner Jeff Koons.**

**The Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Chair declared the motion carried unanimously.**

R5. MOTION TO APPROVE Second Amendment to Agreement No. 05-107, between the South Florida Regional Transportation Authority and the South Florida Education Center Transportation Management Association (SFEC TMA) for Feeder Bus Transportation Services. Under the Agreement, SFRTA will provide 50% of the operating funds for the SFEC TMA's route, in the maximum not-to-exceed amount of \$95,000 for Fiscal Year 2008.

**Mayor Josephus Eggelletion moved for approval. The motion was seconded by Board Member Jim Cummings.**

**The Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Chair declared the motion carried unanimously.**

R6. MOTION TO APPROVE Second Amendment to Agreement No. 05-106, between the South Florida Regional Transportation Authority and the Downtown Fort Lauderdale Transportation Management Association (DTFL TMA) for Feeder Bus Transportation Services. Under the Agreement, SFRTA will provide 50% of the operating funds for the Downtown Ft. Lauderdale TMA route, in the maximum not-to-exceed amount of \$45,000 for Fiscal Year 2008.

**Mayor Josephus Eggelletion moved for approval. The motion was seconded by Board Member Jim Cummings.**

**The Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Chair declared the motion carried unanimously.**

The Chair requested change of Legal Counsel in order to move the discussions to Information Item I-1.

I-1 **PRESENTATION** – Presentations From Shortlisted Firms For RFP 07-516 “General Counsel Legal Services”

Mr. Olson, SFRTA’s Staff Counsel, announced the selection process for General Counsel Legal Services and noted that Board Members served as the Evaluation/Selection Committee for the Request for Proposal 07-561 (RFP) for “General Counsel Legal Services”.

Mr. Olson added that the Evaluation/Selection Subcommittee short-listed the firms for the RFP, and that the following firms were selected (in alphabetical order): Greenberg Traurig P.A., Ruden McClosky Smith Schuester & Russell P.A., Shutts & Bowen LLP, and Williams & Sexton P.A.

Mr. Olson stated for the record that Board Members received copies of the RFP 07-516; proposals from the four (4) short-listed firms and information from the Evaluation/Selection Subcommittee.

The four short-listed firms were allocated five minutes for an oral presentation, followed by ten minutes for questions and answers. Greenberg Traurig P.A. was represented by Ms. Teresa Moore; Ruden McClosky Smith Schuester & Russell P.A. was represented by Mr. Carlos Lacasa; Shutts & Bowen LLP was represented by Mr. Sidney Calloway and, Williams & Sexton P.A. was represented by Mr. Mel Wilson.

After discussion, Board Members ranked the Proposers from one to four using the ranking sheet provided by SFRTA staff. The best Proposer was ranked one and the fourth best Proposer was ranked four. Each ranking sheets were completed and signed by the voting Board Member and are on file.

Mr. Bross, SFRTA’s Director of Procurement, collected the ranking sheets and tallied to determine the overall best ranked Proposer.

The Chair announced each firm total point as follows: Greenberg Traurig P.A. number 7 (seven); Shutts & Bowen LLP number 13 (thirteen); Ruden McClosky Smith Schuester & Russell P.A. number 18 (eighteen) and Williams & Sexton P.A. number 20 (twenty).

The Chair announced the final ranking scores; Greenberg Traurig P.A. number 1 (one); Shutts & Bowen LLP number 2 (two); Ruden McClosky Smith Schuester & Russell P.A. number 3 (three) and Williams & Sexton P.A. number 4 (four).

**Board Member Marie Horenburger moved to approve the ranking scores. The motion was seconded by Board Member Bill Smith.**

**The Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Chair declared the motion carried unanimously.**

The Chair moved the discussions to Regular Agenda Item R7.

R7. MOTION TO APPROVE Agreement No. 07-516 between the South Florida Regional Transportation Authority and \_\_\_\_\_TBD\_\_\_\_\_ for General Counsel

Legal Services, for an initial term of three (3) years, in the lump sum amount of \$ \_\_\_\_\_ TBD \_\_\_\_\_, with two (2) additional one (1) year option periods.

**Board Member Marie Horenburger moved to approve Agreement No. 07-516 between the South Florida Regional Transportation Authority and, Greenberg Traurig P.A., for General Counsel Legal Services, for an initial term of three (3) years, in the lump sum amount of Three Hundred Ninety-five Thousand Dollars (\$395,000.00), with two (2) additional one (1) year option periods. The motion was seconded by Board Member Jim Cummings.**

**The Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Chair declared the motion carried unanimously.**

The Chair requested change of Legal Counsel in order to continue with the regular order of the Agenda.

R8. MOTION TO ELECT: SFRTA Chair and Vice-Chair for Fiscal Year 2007-08.

**Board Member Marie Horenburger moved to elect Commissioner Bruno Barreiro to serve as Chair and Mayor Josephus Eggelletion to serve as Vice-Chair. The motion was seconded by Board Member Jim Cummings.**

**The Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Chair declared the motion carried unanimously.**

Board Member Marie Horenburger signed off at 10:30 a.m.

<b>COMMITTEE REPORTS / MINUTES</b>
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Action not required, provided for information purposes only. If discussion is desired by any Board Member, however, that item may be considered separately.
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- A. PROPERTY COMMITTEE
- B. CONSTRUCTION OVERSIGHT COMMITTEE
- C. PLANNING TECHNICAL ADVISORY COMMITTEE
- D. MARKETING COMMITTEE
- E. OPERATIONS TECHNICAL COMMITTEE
- F. CITIZENS ADVISORY COMMITTEE
- G. AUDIT COMMITTEE
- H. LEGISLATIVE COMMITTEE
- I. ADVISORY COMMITTEE FOR PERSONS WITH DISABILITIES

There were no comments.

<b>INFORMATION / PRESENTATION ITEMS</b>
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Action not required, provided for information purposes only. If discussion is desired by any Board Member, however, that item may be considered separately.
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I-2- **INFORMATION** - Central Palm Beach County Transportation Corridor Study

Mr. Cross, SFRTA's Planning and Capital Development Department Manager, introduced Mr. John Laferty, a consultant from Parsons Brinckerhoff Quade & Douglas, Inc., who provided a brief presentation on the Central Palm Beach County Transportation Corridor Study.

I-3- **INFORMATION** - Tri-Rail Station Location Criteria

Mr. Cross introduced Ms. Susan Gibbons from Gannett and Flaming who provided a brief presentation on the criteria for the location of Tri-Rail stations and station amenities.

I-4- **INFORMATION** - Tri-Rail Station Parking and Circulation Study

Mr. Cross provided a brief presentation on the results of the Tri-Rail Station Parking and Circulation Study.

<b>MONTHLY REPORTS</b>
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Action not required, provided for information purposes only. If discussion is desired by any Board Member, however, that item may be considered separately.
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Mr. David Ericks, SFRTA's Legislative Consultant, provided an update on legislative issues and stated that Governor Crist has signed House Bill 985 on June 19, 2007.

Commissioner Koons requested staff to identify and provide a written report which will include the regions that are moving forward towards regionalism and private sectors partnerships.

- A. ENGINEERING & CONSTRUCTION MONTHLY PROGRESS REPORTS – May
- B. RIDERSHIP GRAPHS – May
- C. ON-TIME PERFORMANCE GRAPHS – May
- D. MARKETING MONTHLY SUMMARY – May
- E. BUDGETED INCOME STATEMENT – May
- F. PAYMENTS OVER \$2,500.00 – May
- G. REVENUE AND FARE EVASION REPORTS – May
- H. SOLICITATION SCHEDULE – May
- I. CONTRACT ACTIONS EXECUTED UNDER THE EXECUTIVE DIRECTOR'S AUTHORITY  
- May
- J. CONTRACT ACTIONS EXECUTED UNDER THE CONSTRUCTION OVERSIGHT COMMITTEE – May

## K. PROPERTY COMMITTEE – PROJECT SCHEDULE - Current

### OTHER BUSINESS

None.

### EXECUTIVE DIRECTOR REPORTS/COMMENTS

Mr. Giulietti announced that June 21, 2007 was “Dump the Pump Day” and Tri-Rail participated on the second annual “Dump the Pump Day”, a national campaign that is organized by the American Public Transportation Association (APTA) to get people to use public transportation as means of saving money on gas and helping the environment. Mr. Giulietti stated that Tri-Rail carried over 13,086 passengers on June 21, which shows an increase of 20% compared to the summer daily average of 10,751 passengers.

Mr. Giulietti thanked the Palm Beach Post, Sun-Sentinel, Miami Herald and all the local television stations for their coverage of the campaign and; Dunkin Doughnuts for providing doughnuts as part of their corporate outreach program.

Board Member Bill Smith exited at 11:40 a.m.

### LEGAL COUNSEL COMMENTS

None.

### CHAIR COMMENTS

None.

### BOARD MEMBER COMMENTS

Mayor Eggelton invited the SFRTA Executive Director and staff to attend a workshop held by Broward County on August 17, 2007 to discuss public transportation in South Florida.

Commissioner Koons informed that the City of Mangonia Park met with the Treasure Coast Regional Planning Council and is going to hold a Public Charrette in the area surrounding the Mangonia Park Tri-Rail Station. Commissioner Koons also stated that the State Department of Health reached an agreement with the Health Care Taxing District in Palm Beach County to build a new building and that the City of West Palm Beach will advertise an RFP for 30 acres of Transit Oriented Development (TOD) in downtown West Palm Beach.

Board Member Cummings inquired about his request for a definition of TOD and added that he would like to get a specific definition of TOD for the SFRTA.

### ADJOURNMENT

There being no further business, the meeting adjourned at 11:55 a.m.

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY  
GOVERNING BOARD MEETING: AUGUST 24, 2007

AGENDA ITEM REPORT

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☐ Consent    ☒ Regular

PURCHASE NEW PHONE SYSTEM FOR  
THE SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY  
ADMINISTRATIVE OFFICE

REQUESTED ACTION:

MOTION TO APPROVE: The purchase of a Cisco Media Convergence System (MCS) 7825-H3 Voice-Over-IP Telephone System from CPT of South Florida, via a purchase order pursuant to General Service Administration Contract #GS-35F-4389G for South Florida Regional Transportation Authority's (SFRTA) Administrative Offices in the amount of \$142,234.94.

SUMMARY EXPLANATION AND BACKGROUND:

SFRTA's existing telephone system is currently eight (8) years old, insufficiently expandable, and lacking useful features found in the more advanced and modern systems. The Cisco MCS 7825-H3 system was specified with an emphasis on functionality, expandability, availability, redundancy, and security. Through Voice-Over-IP technology, the new phone system will utilize SFRTA's network and is capable of extending a single, consistent phone system into the Hialeah Yard, train stations, and remote locations.

Specifications for the Cisco MCS 7825-H3 Voice Over-IP Telephone System include all necessary components, switches, phone equipment, end-user training, installation, and maintenance for the first year.

Department: Finance and Information Technology    Department Director: Edward Woods  
Project Manager: Michael Kanefsky    Procurement Director: Christopher Bross

FISCAL IMPACT: Funding for this amount is available in the SFRTA FY 2007-08 Capital Budget.

EXHIBITS ATTACHED: N/A

Tracking No. \_\_\_\_\_  
NO.  
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AGENDA ITEM

PURCHASE NEW PHONE SYSTEM FOR THE  
SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY  
ADMINISTRATIVE OFFICE

Recommended by: E. J. Woods 08-15-07 Approved by: [Signature] 8/15/07  
Department Director Date Procurement Director Date

Authorized by: [Signature] 8/15/07 Approved as to Form by: \_\_\_\_\_  
Executive Director Date General Counsel Date

Board Action:

Approved: \_\_\_\_\_ Yes \_\_\_\_\_ No

Vote: \_\_\_\_\_ Unanimous

Amended Motion:

Commissioner Bruno Barreiro \_\_\_\_\_ Yes \_\_\_\_\_ No  
James A. Cummings \_\_\_\_\_ Yes \_\_\_\_\_ No  
Marie Horenburger \_\_\_\_\_ Yes \_\_\_\_\_ No  
Neisen Kasdin \_\_\_\_\_ Yes \_\_\_\_\_ No

Commissioner Jeff Koons \_\_\_\_\_ Yes \_\_\_\_\_ No  
John Martinez \_\_\_\_\_ Yes \_\_\_\_\_ No  
George A. Morgan, Jr. \_\_\_\_\_ Yes \_\_\_\_\_ No  
Mayor Josephus Eggelletion \_\_\_\_\_ Yes \_\_\_\_\_ No  
Bill T. Smith \_\_\_\_\_ Yes \_\_\_\_\_ No

Tracking No. \_\_\_\_\_  
NO.  
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AGENDA ITEM


PURCHASE NEW PHONE SYSTEM FOR THE  
SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY  
ADMINISTRATIVE OFFICE

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Recommended by: \_\_\_\_\_  
Department Director      Date

Approved by: \_\_\_\_\_  
Procurement Director      Date

Authorized by: \_\_\_\_\_  
Executive Director      Date

Approved as to Form by:  8/13/07  
General Counsel      Date

Board Action:

Approved:      Yes      No

Vote:      Unanimous

Amended Motion:

Commissioner Bruno Barreiro      Yes      No  
James A. Cummings      Yes      No  
Marie Horenburger      Yes      No  
Neisen Kasdin      Yes      No

Commissioner Jeff Koons      Yes      No  
John Martinez      Yes      No  
George A. Morgan, Jr.      Yes      No  
Mayor Josephus Eggleton      Yes      No  
Bill T. Smith      Yes      No

Tracking No. \_\_\_\_\_

AGENDA ITEM NO. \_\_\_\_\_

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY  
GOVERNING BOARD MEETING: AUGUST 24, 2007

AGENDA ITEM REPORT

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☐ Consent    ☒ Regular

JOINT PARTICIPATION AGREEMENT SUPPLEMENTAL NO.4  
FLORIDA DEPARTMENT OF TRANSPORTATION  
FEEDER SERVICE FUNDING FOR FISCAL YEAR 2007-2008

REQUESTED ACTION:

MOTION TO APPROVE: Joint Participation Agreement (JPA) Supplemental No. 4 between the South Florida Regional Transportation Authority (SFRTA) and the Florida Department of Transportation (FDOT) for Feeder Service Funding for \$3,425,000 bringing the total Agreement to \$12,457,000.

SUMMARY EXPLANATION AND BACKGROUND:

The JPA funds the reimbursement of Miami-Dade County, Palm Beach County, Broward County and the SFRTA for expenditures for Feeder Services for Fiscal Year 2007-2008.

Department: Finance & Information Technology  
Project Manager: Elizabeth Walter

Department Director: Edward T. Woods  
Procurement Director: Christopher C. Bross

FISCAL IMPACT: This Supplemental JPA will fund a portion of the SFRTA Fiscal Year 2007-2008 Operating Budget.

EXHIBITS ATTACHED: Exhibit 1 – JPA Supplemental No.4 with FDOT.

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JOINT PARTICIPATION AGREEMENT SUPPLEMENTAL NO.4  
FLORIDA DEPARTMENT OF TRANSPORTATION  
FEEDER SERVICE FUNDING FOR FISCAL YEAR 2007-2008

Recommended by: C. Woods 08-15-07 Department Director Date  
Approved by: Cl. 3 8/15/07 Procurement Director Date

Authorized by: Jerry L. Gable 8/15/07 Executive Director Date  
Approved as to Form by: \_\_\_\_\_ General Counsel Date

Board Action:

Approved: \_\_\_\_\_ Yes \_\_\_\_\_ No

Vote: \_\_\_\_\_ Unanimous

Amended Motion:

Commissioner Bruno Barreiro	_____ Yes _____ No	Commissioner Jeff Koons	_____ Yes _____ No
James A. Cummings	_____ Yes _____ No	John Martinez	_____ Yes _____ No
Marie Horenburger	_____ Yes _____ No	George A. Morgan, Jr.	_____ Yes _____ No
Neisen Kasdin	_____ Yes _____ No	Mayor Josephus Eggelletion	_____ Yes _____ No
		Bill T. Smith	_____ Yes _____ No



Tracking No. \_\_\_\_\_  
ITEM NO.  
Page Two

AGENDA

JOINT PARTICIPATION AGREEMENT SUPPLEMENTAL NO.4  
FLORIDA DEPARTMENT OF TRANSPORTATION  
FEEDER SERVICE FUNDING FOR FISCAL YEAR 2007-2008

Recommended by: \_\_\_\_\_  
Department Director Date

Approved by: \_\_\_\_\_  
Procurement Director Date

Authorized by: \_\_\_\_\_  
Executive Director Date

Approved as to Form by: \_\_\_\_\_  
General Counsel Date

 8/13/07

Board Action:

Approved: \_\_\_\_\_ Yes \_\_\_\_\_ No

Vote: \_\_\_\_\_ Unanimous

Amended Motion:

Commissioner Bruno Barreiro \_\_\_\_\_ Yes \_\_\_\_\_ No  
James A. Cummings \_\_\_\_\_ Yes \_\_\_\_\_ No  
Marie Horenburger \_\_\_\_\_ Yes \_\_\_\_\_ No  
Neisen Kasdin \_\_\_\_\_ Yes \_\_\_\_\_ No

Commissioner Jeff Koons \_\_\_\_\_ Yes \_\_\_\_\_ No  
John Martinez \_\_\_\_\_ Yes \_\_\_\_\_ No  
George A. Morgan, Jr. \_\_\_\_\_ Yes \_\_\_\_\_ No  
Mayor Josephus Eggelation \_\_\_\_\_ Yes \_\_\_\_\_ No  
Bill T. Smith \_\_\_\_\_ Yes \_\_\_\_\_ No

## PUBLIC TRANSPORTATION

## SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT

## Number 4

Financial Project No.: <u>234681-1-84-01/408533-2-84-01</u> (item-segment-phase-sequence)	Fund: DS	FLAIR Approp.: 088774
Contract No.: AN967	Function: 680	FLAIR Obj.: 750013
	Federal No.:	Org. Code: 55042010429
	DUNS No.:	Vendor No.: VF650002789001
Catalog of Federal Domestic Assistance Number:		Catalog of State Financial Assistance Number: 55012

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter referred to as the Department, and South Florida Regional Transportation Authority  
800 N.W. 33rd Street, Suite 100, Pompano Beach, FL 33064  
hereinafter referred to as Agency.

## WITNESSETH:

WHEREAS, the Department and the Agency heretofore on the 14th day of July, 2002, entered into a Joint Participation Agreement; and

WHEREAS, the Agency desires to accomplish certain project items as outlined in the Attachment "A" appended hereto; and

WHEREAS, the Department desires to participate in all eligible items for this project as outlined in Attachment "A" for a total Department Share of \$12,457,000.00

NOW, THEREFORE THIS INDENTURE WITNESSETH: that for and in consideration of the mutual benefits to flow from each to the other, the parties hereto agree that the above described Joint Participation Agreement is to be amended and supplemented as follows:

**1.00 Project Description:** The project description is amended to provide corridor funds for Fiscal Year 07/08 to South Florida Regional Transportation Authority/Tri-County Commuter Rail Authority to offset operation cost of feeder bus services.

**2.00 Project Cost:**

Paragraph 3.00 of said Agreement is increased by \$3,425,000.00  
bringing the revised total cost of the project to \$ 12,457,000.00

Paragraph 4.00 of said Agreement is increased by \$3,425,000.00  
bringing the Department's revised total cost of the project to \$ 12,457,000.00

**3.00 Amended Exhibits:**

Exhibit(s) \_\_\_\_\_ of said Agreement is amended by Attachment "A".

**4.00 Contract Time:**

Paragraph 18.00 of said Agreement December 31st, 2007

Financial Project No. 234661-1-84-01/408533-2-84-01

Contract No. AN967

Agreement Date \_\_\_\_\_

Except as hereby modified, amended or changed, all other terms of said Agreement dated July 14th 2003  
and any subsequent supplements shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first  
above written.

AGENCY

South Florida Regional Transportation Authority  
AGENCY NAME

\_\_\_\_\_  
SIGNATORY (PRINTED OR TYPED)

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

FDOT

See attached Encumbrance Form for date of Funding  
Approval by Comptroller

\_\_\_\_\_  
LEGAL REVIEW  
DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
TITLE

Financial Project No. 234681-1-84-01/408533-2-84-01  
Contract No. AN967  
Agreement Date \_\_\_\_\_

**ATTACHMENT "A"**  
**SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT**

This Attachment forms an integral part of that certain Supplemental Joint Participation Agreement between the State of Florida, Department of Transportation and South Florida Regional Transportation Authority  
800 N.W. 33rd Street, Suite 100, Pompano Beach, Fl 33064  
dated \_\_\_\_\_

**DESCRIPTION OF SUPPLEMENT (Include justification for cost change):**

To provide additional funding to South Florida Regional Transportation/Tri-County Commuter Rail Authority to offset operation cost of feeder bus services.

I.	Project Cost:	As Approved	As Amended	Net
		\$9,032,000.00	\$12,457,000.00	\$3,425,000.00
	<b>Total Project Cost</b>	<b>\$9,032,000.00</b>	<b>\$12,457,000.00</b>	<b>\$3,425,000.00</b>
I.	Fund	As Approved	As Amended	Net
	Department:	\$9,032,000.00	\$12,457,000.00	\$3,425,000.00
	Agency:	\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00
	<b>Total Project Cost</b>	<b>\$9,032,000.00</b>	<b>\$12,457,000.00</b>	<b>\$3,425,000.00</b>

Comments:

**III. MULTI-YEAR OR PREQUALIFIED PROJECT FUNDING**

If a project is a multi-year or prequalified project subject to paragraphs 4.10 and 17.20 of this agreement, funds are programmed in the Department's Work program in the following fiscal year(s):

FY	\$0.00	FY	\$0.00
FY	\$0.00	FY	\$0.00
FY	\$0.00	FY	\$0.00
FY	\$0.00	FY	\$0.00
FY	\$0.00	FY	\$0.00
FY	\$0.00	FY	\$0.00
FY	\$0.00	FY	\$0.00
FY	\$0.00	FY	\$0.00
FY	\$0.00	FY	\$0.00
FY	\$0.00	FY	\$0.00

Project years may be advanced or deferred subject to Legislative appropriation or availability of funds.

Tracking No. \_\_\_\_\_

AGENDA ITEM NO.

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY  
GOVERNING BOARD MEETING: AUGUST 24, 2007

AGENDA ITEM REPORT

---

☐ Consent    ☒ Regular

JOINT PARTICIPATION AGREEMENT  
CYPRESS CREEK PLATFORM IMPROVEMENTS

REQUESTED ACTION:

MOTION TO APPROVE: Joint Participation Agreement (JPA) between the South Florida Regional Transportation Authority (SFRTA) and the Florida Department of Transportation (FDOT) in the amount of \$62,560.00.

SUMMARY EXPLANATION AND BACKGROUND:

This JPA funds the repair and install of ten (10), eight (8) inch, floor drains, including drain pipes, to eliminate standing water after rain at the West Platform of the Cypress Creek Tri-Rail Station. Platform tiles will also be restored after installation of the floor drains.

Department: Finance & Information Technology  
Project Manager: Elizabeth Walter


Department Director: Edward Woods  
Procurement Director: Christopher Bross


FISCAL IMPACT: This JPA will provide funding for the repair of the Cypress Creek Station platform in the amount of \$62,560.00.

EXHIBITS ATTACHED: Exhibit 1 – FDOT JPA in the amount of \$62,560.00.

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**JOINT PARTICIPATION AGREEMENT**  
**CYPRESS CREEK PLATFORM IMPROVEMENTS**

Recommended by:  08-08-07  
Department Director Date

Approved by:  8/15/07  
Procurement Director Date

Authorized by:  8/16/07  
Executive Director Date

Approved as to Form by: \_\_\_\_\_  
General Counsel Date

Board Action:

Approved: \_\_\_\_\_ Yes \_\_\_\_\_ No

Vote: \_\_\_\_\_ Unanimous

Amended Motion:

Commissioner Bruno Barreiro	_____ Yes _____ No	Commissioner Jeff Koons	_____ Yes _____ No
James A. Cummings	_____ Yes _____ No	John Martinez	_____ Yes _____ No
Marie Horenburger	_____ Yes _____ No	George A. Morgan, Jr.	_____ Yes _____ No
Neisen Kasdin	_____ Yes _____ No	Mayor Josephus Eggelletion	_____ Yes _____ No
		Bill T. Smith	_____ Yes _____ No



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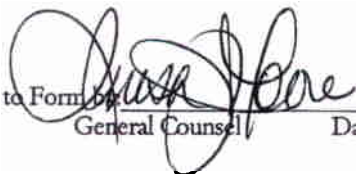
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JOINT PARTICIPATION AGREEMENT  
CYPRESS CREEK PLATFORM IMPROVEMENTS

Recommended by: \_\_\_\_\_  
Department Director      Date

Approved by: \_\_\_\_\_  
Procurement Director      Date

Authorized by: \_\_\_\_\_  
Executive Director      Date

Approved as to Form by:  8/13/07  
General Counsel      Date

Board Action:

Approved:      Yes      No

Vote:      Unanimous

Amended Motion:

Commissioner Bruno Barreiro      Yes      No  
James A. Cummings      Yes      No  
Marie Florenburger      Yes      No  
Neisen Kasdin      Yes      No

Commissioner Jeff Koons      Yes      No  
John Martinez      Yes      No  
George A. Morgan, Jr.      Yes      No  
Mayor Josephus Eggelletion      Yes      No  
Bill T. Smith      Yes      No

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION**  
**JOINT PARTICIPATION AGREEMENT**

725-03008  
 PUBLIC TRANSPORTATION  
 06/07  
 Page 1 of 14

Financial Project No.: 42322319401 (Item-segment-phase-sequence)	Fund: DS Function: 680 Federal No.: DUNS No.:	FLAIR Approp.: 088774 FLAIR Obj.: 750011 Org. Code: 55042010429 Vendor No.: VF650002789001
Contract No.:	DUNS No.:	Vendor No.:
CFDA Number:	CSFA Number: 55.011	

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter referred to as the Department, and South Florida Regional Transportation Authority (SFRTA)  
600 NW 33rd Street, Suite # 100 Pompano Beach, FL 33064  
 hereinafter referred to as Agency. The Department and Agency agree that all terms of this Agreement will be completed on or before 03/30/2009 and this Agreement will expire unless a time extension is provided in accordance with Section 18.00.

WITNESSETH:

WHEREAS, the Agency has the authority to enter into said Agreement and to undertake the project hereinafter described, and the Department has been granted the authority to function adequately in all areas of appropriate jurisdiction including the implementation of an integrated and balanced transportation system and is authorized under  
 341  
 Florida Statutes, to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

**1.00 Purpose of Agreement:** The purpose of this Agreement is to repair and install 10 - 8" floor drains, including drain pipes, to eliminate standing water after raining at the West Platform of the Cypress Creek Tri-Rail Station. Platform tiles will also be restored after installation of the floor drains.

and as further described in Exhibit(s) A, B, C, D attached hereto and by this reference made a part hereof, hereinafter referred to as the project, and to provide Departmental financial assistance to the Agency and state the terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the project will be undertaken and completed.

## **2.00 Accomplishment of the Project**

**2.10 General Requirements:** The Agency shall commence, and complete the project as described in Exhibit "A" attached hereto and by this reference made a part hereof this Agreement, with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws.

**2.20 Pursuant to Federal, State, and Local Law:** In the event that any election, referendum, approval, permit, notice, or other proceeding or authorization is requisite under applicable law to enable the Agency to enter into this Agreement or to undertake the project hereunder, or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

**2.30 Funds of the Agency:** The Agency shall initiate and prosecute to completion all proceedings necessary including federal aid requirements to enable the Agency to provide the necessary funds for completion of the project.

**2.40 Submission of Proceedings, Contracts and Other Documents:** The Agency shall submit to the Department such data, reports, records, contracts and other documents relating to the project as the Department may require as listed in Exhibit "C" attached hereto and by this reference made a part hereof.

**3.00 Project Cost:** The total estimated cost of the project is \$ \$62,560.00. This amount is based upon the estimate summarized in Exhibit "B" attached hereto and by this reference made a part hereof this Agreement. The Agency agrees to bear all expenses in excess of the total estimated cost of the project and any deficits involved.

**4.00 Department Participation:** The Department agrees to maximum participation, including contingencies, in the project in the amount of \$ \$62,560.00 as detailed in Exhibit "B", or in an amount equal to the percentage(s) of total project cost shown in Exhibit "B", whichever is less.

**4.10 Project Cost Eligibility :** Project costs eligible for State participation will be allowed only from the effective date of this agreement. It is understood that State participation in eligible project costs is subject to:

- (a) Legislative approval of the Department's appropriation request in the work program year that the project is scheduled to be committed;
- (b) Availability of funds as stated in Section 17.00 of this Agreement;
- (c) Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement;
- (d) Department approval of the project scope and budget (Exhibits A & B) at the time appropriation authority becomes available.

**4.20 Front End Funding :** Front end funding ☐ is ☒ is not applicable. If applicable, the Department may initially pay 100% of the total allowable incurred project costs up to an amount equal to its total share of participation as shown in paragraph 4.00.

**5.00 Retainage :** Retainage ☐ is ☒ is not applicable. If applicable, \_\_\_\_\_ percent of the Department's total share of participation as shown in paragraph 4.00 is to be held in retainage to be disbursed, at the Department's discretion, on or before the completion of the final project audit.

## **6.00 Project Budget and Payment Provisions:**

**6.10 The Project Budget:** A project budget shall be prepared by the Agency and approved by the Department. The Agency shall maintain said budget, carry out the project and shall incur obligations against and make disbursements of project funds only in conformity with the latest approved budget for the project. No budget increase or decrease shall be effective unless it complies with fund participation requirements established in Section 4.00 of this Agreement and is approved by the Department Comptroller.

**6.20 Payment Provisions:** Unless otherwise allowed under Section 4.20, payment will begin in the year the project or project phase is scheduled in the work program as of the date of the agreement. Payment will be made for actual costs incurred as of the date the invoice is submitted with the final payment due upon receipt of a final invoice.

## **7.00 Accounting Records:**

**7.10 Establishment and Maintenance of Accounting Records:** The Agency shall establish for the project, in conformity with requirements established by Department's program guidelines/procedures and "Principles for State and Local Governments", separate accounts to be maintained within its existing accounting system or establish independent accounts. Such accounts are referred to herein collectively as the "project account". Documentation of the project account shall be made available to the Department upon request any time during the period of the Agreement and for three years after final payment is made.

**7.20 Funds Received Or Made Available for The Project:** The Agency shall appropriately record in the project account, and deposit in a bank or trust company which is a member of the Federal Deposit Insurance Corporation, all payments received by it from the Department pursuant to this Agreement and all other funds provided for, accruing to, or otherwise received on account of the project, which Department payments and other funds are herein collectively referred to as "project funds". The Agency shall require depositories of project funds to secure continuously and fully all project funds in excess of the amounts insured under federal plans, or under State plans which have been approved for the deposit of project funds by the Department, by the deposit or setting aside of collateral of the types and in the manner as prescribed by State Law for the security of public funds, or as approved by the Department.

**7.30 Costs Incurred for the Project:** The Agency shall charge to the project account all eligible costs of the project. Costs in excess of the latest approved budget or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs.

**7.40 Documentation of Project Costs:** All costs charged to the project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges.

**7.50 Checks, Orders, and Vouchers:** Any check or order drawn by the Agency with respect to any item which is or will be chargeable against the project account will be drawn only in accordance with a properly signed voucher then on file in the office of the Agency stating in proper detail the purpose for which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the project shall be clearly identified, readily accessible, and, to the extent feasible, kept separate and apart from all other such documents.

**7.60 Audit Reports:** In addition to the requirements below, the Agency agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department, including but not limited to site visits and limited scope audits. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the State Comptroller or Auditor General. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of three years from the date the audit report is issued, and shall allow the Department access to such records and working papers upon request. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official.

The Agency shall comply with all audit and audit reporting requirements as specified in Exhibit "D" attached hereto and by this reference made a part hereof this Agreement.

**7.61 Monitoring:** In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, Florida Statutes, (see "Audits" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, and/or other procedures. The Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Agency is appropriate, the Agency agrees to comply with any additional instructions provided by the Department staff to the Agency regarding such audit. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by FDOT's Office of Inspector General (OIG) and Florida's Chief Financial Officer (CFO) or Auditor General.

**7.62 Audits:**

**Part I Federally Funded:** If the Agency is a state, local government, or non-profit organizations as defined in OMB Circular A-133 and a recipient of federal funds, the following annual audit criteria will apply:

1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Exhibit "D" to this agreement indicates Federal resources awarded through the Department by this agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.

2. In connection with the audit requirements addressed in Part I, Paragraph 1., the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133.

3. If the recipient expends less than the amount in Part I, Paragraph 1., an audit conducted in accordance with the provisions of OMB Circular A-133, is not required. If the recipient elects to conduct such an audit, the cost of the audit must be paid from resources obtained from other than Federal entities.

4. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

**Part II State Funded:** If the Agency is a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes, and a recipient of state funds, the following annual audit criteria will apply:

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services and the CFO; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit "D" to this agreement indicates state financial assistance awarded through the Department by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, Paragraph 1., the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than the amount in Part II, Paragraph 1., such audit is not required. If the recipient elects to conduct such an audit, the cost of the audit must be paid from the recipient's resources obtained from nonstate entities.

4. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

### **Part III Other Audit Requirements**

1. The Agency shall follow-up and take corrective action on audit findings. Preparation of a summary schedule of prior year audit findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.

2. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the Department, the Department Comptroller, and the Auditor General. This section does not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

### **Part IV Report Submission**

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Section 7.622 Part I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, by or on behalf of the recipient directly to each of the following:

A. The Department at each of the following addresses:

3400 West Commercial Boulevard  
Fort Lauderdale, FL 33309

B. The number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, submitted to the following address:

Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10th Street  
Jeffersonville, IN 47132

C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133.

2. In the event that a copy of the reporting package for an audit required by Section 7.62 Part I of this Agreement and conducted in accordance with OMB Circular A-133 is not required to be submitted to the Department for reasons pursuant to section .320 (e)(2), OMB Circular A-133, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited schedule of expenditures of Federal awards directly to each of the following:

3400 West Commercial Boulevard  
Fort Lauderdale, FL 33309

In addition, pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133, and any management letters issued by the auditor, to the Department at each of the following addresses:

3400 West Commercial Boulevard  
Fort Lauderdale, FL 33309

3. Copies of financial reporting packages required by Section 7.62 Part II of this Agreement shall be submitted by or on behalf of the recipient directly to each of the following:
  - A. The Department at each of the following addresses:  
3400 West Commercial Boulevard  
Fort Lauderdale, FL 33309
  - B. The Auditor General's Office at the following address:  
  
Auditor General's Office  
Room 401, Pepper Building  
111 West Madison Street  
Tallahassee, Florida 32399-1450
4. Copies of reports or the management letter required by Section 7.62 Part III of this Agreement shall be submitted by or on behalf of the recipient directly to:
  - A. The Department at each of the following addresses:  
3400 West Commercial Boulevard  
Fort Lauderdale, FL 33309
5. Any reports, management letter, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Section 215.97, Florida Statutes, and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

**7.63 Record Retention:** The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of at least five years from the date the audit report is issued, and shall allow the Department, or its designee, the CFO or Auditor General access to such records upon request. The Agency shall ensure that the independent audit working papers are made available to the Department, or its designee, the CFO, or Auditor General upon request for a period of at least five years from the date the audit report is issued, unless extended in writing by the Department.

**7.64 Other Requirements:** If an audit discloses any significant audit findings related to any award, including material noncompliance with individual project compliance requirements or reportable conditions in internal controls of the Agency, the Agency shall submit as part of the audit package to the Department a plan for corrective action to eliminate such audit findings or a statement describing the reasons that corrective action is not necessary. The Agency shall take timely and appropriate corrective action to any audit findings, recommendations, and corrective action plans.

**7.65 Insurance:** Execution of this Joint Participation Agreement constitutes a certification that the Agency has and will maintain the ability to repair or replace any project equipment or facilities in the event of loss or damage due to any accident or casualty for the useful life of such equipment or facilities. In the event of the loss of such equipment or facilities, the Agency shall either replace the equipment or facilities or reimburse the Department to the extent of its interest in the lost equipment or facility. In the event this Agreement is for purchase of land or for the construction of infrastructure such as airport runways the Department may waive or modify this section.



#### **8.00 Requisitions and Payments:**

**8.10 Action by the Agency:** In order to obtain any Department funds, the Agency shall file with the Department of Transportation, District 4 \_\_\_\_\_ Public Transportation Office 3400 West Commercial Boulevard Ft. Laud. , FL, 33309 its requisition on a form or forms prescribed by the Department, and any other data pertaining to the project account (as defined in Paragraph 7.10 hereof) to justify and support the payment requisitions.

**8.11** Invoices for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

**8.12** Invoices for any travel expenses shall be submitted in accordance with Chapter 112.061, F.S. The Department may establish rates lower than the maximum provided in Chapter 112.061, F.S.

**8.13** For real property acquired, submit;

- (a) the date the Agency acquired the real property,
- (b) a statement by the Agency certifying that the Agency has acquired said real property, and actual consideration paid for real property.
- (c) a statement by the Agency certifying that the appraisal and acquisition of the real property together with any attendant relocation of occupants was accomplished in compliance with all federal laws, rules and procedures required by any federal oversight agency and with all state laws, rules and procedures that may apply to the Agency acquiring the real property.

**8.20 The Department's Obligations:** Subject to other provisions hereof, the Department will honor such requisitions in amounts and at times deemed by the Department to be proper to ensure the carrying out of the project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment on the project if:

**8.21 Misrepresentation:** The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof, or in or with respect to any document or data furnished therewith or pursuant hereto;

**8.22 Litigation:** There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the project, the Agreement, or payments to the project;

**8.23 Approval by Department:** The Agency shall have taken any action pertaining to the project which, under this agreement, requires the approval of the Department or has made related expenditures or incurred related obligations without having been advised by the Department that same are approved;

**8.24 Conflict of Interests:** ~~There has been any violation of the conflict of interest provisions contained herein;~~  
or

**8.25 Default:** The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

**8.26 Federal Participation (If Applicable):** Any federal agency providing federal financial assistance to the project suspends or terminates federal financial assistance to the project. In the event of suspension or termination of federal financial assistance, the Agency will reimburse the Department for all disallowed costs, including any and all federal financial assistance as detailed in Exhibit "B."

**8.30 Disallowed Costs:** In determining the amount of the payment, the Department will exclude all projects costs incurred by the Agency prior to the effective date of this Agreement, costs which are not provided for in the latest approved budget for the project, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.



**8.40 Payment Offset:** If, after project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this agreement, the Department may offset such amount from payments due for work or services done under any public transportation joint participation agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within sixty (60) days to the Department. Offsetting amounts shall not be considered a breach of contract by the Department.

**9.00 Termination or Suspension of Project:**

**9.10 Termination or Suspension Generally:** If the Agency abandons or, before completion, finally discontinues the project; or if, by reason of any of the events or conditions set forth in Sections 8.21 to 8.26 inclusive, or for any other reason, the commencement, prosecution, or timely completion of the project by the Agency is rendered improbable, infeasible, impossible, or illegal, the Department will, by written notice to the Agency, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Department may terminate any or all of its obligations under this Agreement.

**9.11 Action Subsequent to Notice of Termination or Suspension.** Upon receipt of any final termination or suspension notice under this paragraph, the Agency shall proceed promptly to carry out the actions required therein which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the project activities and contracts, and other undertakings the cost of which are otherwise includable as project costs; and (3) remit to the Department such portion of the financing and any advance payment previously received as is determined by the Department to be due under the provisions of the Agreement. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and budget as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and budget within a reasonable time. The approval of a remittance by the Agency or the closing out of federal financial participation in the project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

**9.12** The Department reserves the right to unilaterally cancel this Agreement for refusal by the contractor or Agency to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S. and made or received in conjunction with this Agreement.

**10.00 Remission of Project Account Upon Completion of Project:** Upon completion of the project, and after payment, provision for payment, or reimbursement of all project costs payable from the project account is made, the Agency shall remit to the Department its share of any unexpended balance in the project account.

**11.00 Audit and Inspection:** The Agency shall permit, and shall require its contractors to permit, the Department's authorized representatives to inspect all work, materials, payrolls, records; and to audit the books, records and accounts pertaining to the financing and development of the project.

**12.00 Contracts of the Agency:**

**12.10 Third Party Agreements:** Except as otherwise authorized in writing by the Department, the Agency shall not execute any contract or obligate itself in any manner requiring the disbursement of Department joint participation funds, including consultant, construction or purchase of commodities contracts or amendments thereto, with any third party with respect to the project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department as provided in Section 8.23. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same.

**12.20 Compliance with Consultants' Competitive Negotiation Act:** It is understood and agreed by the parties hereto that participation by the Department in a project with an Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency complying in full with provisions of Chapter 287, F.S., Consultants' Competitive Negotiation Act. At the discretion of the Department, the Agency will involve the Department in the Consultant Selection Process for all contracts. In all cases, the Agency's Attorney shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

**12.30 Disadvantaged Business Enterprise (DBE) Policy and Obligation:**

**12.31 DBE Policy:** It is the policy of the Department that disadvantaged business enterprises as defined in 49 CFR Part 26, as amended, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of 49 CFR Part 26, as amended, apply to this Agreement.

**12.32 DBE Obligation:** The Agency and its contractors agree to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26, as amended, have the maximum opportunity to participate in the performance of contracts and this Agreement. In this regard, all recipients, and contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26, as amended, to ensure that the Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. Grantees, recipients and their contractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of Department assisted contracts.

**12.40** The Agency agrees to report any reasonable cause notice of noncompliance based on 49 CFR Part 26 filed under this section to the Department within 30 days of receipt by the Agency.

**13.00 Restrictions, Prohibitions, Controls, and Labor Provisions:**

**13.10 Equal Employment Opportunity:** In connection with the carrying out of any project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, creed, color, sex or national origin. The Agency will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Agency shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development or operation of the project, except contracts for standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the project involves installation, construction, demolition, removal, site improvement, or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

**13.20 Title VI - Civil Rights Act of 1964:** Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et. seq.), the Regulations of the Federal Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto.

**13.30 Title VIII - Civil Rights Act of 1968:** Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VIII of the Civil Rights Act of 1968, 42 USC 3601, et seq., which among other things, prohibits discrimination in housing on the basis of race, color, national origin, creed, sex, and age.

**13.40 Americans with Disabilities Act of 1990 (ADA):** Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by the ADA (42 U.S.C. 12102, et seq.), the regulations of the federal government issued thereunder, and the assurance by the Agency pursuant thereto.

**13.50 Prohibited Interests:** The Agency shall not enter into a contract or arrangement in connection with the project or any property included or planned to be included in the project, with any officer, director or employee of the Agency, or any business entity of which the officer, director or employee or the officer's, director's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer, director or employee or the officer's, director's or employee's spouse or child, or any combination of them, has a material interest.

"Material Interest" means direct or indirect ownership of more than 5 percent of the total assets or capital stock of any business entity.

The Agency shall not enter into any contract or arrangement in connection with the project or any property included or planned to be included in the project, with any person or entity who was represented before the Agency by any person who at any time during the immediately preceding two years was an officer, director or employee of the Agency.

The provisions of this subsection shall not be applicable to any agreement between the Agency and its fiscal depositories, any agreement for utility services the rates for which are fixed or controlled by the government, or any agreement between the Agency and an agency of state government.

**13.60 Interest of Members of, or Delegates to, Congress:** No member or delegate to the Congress of the United States shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

#### **14.00 Miscellaneous Provisions:**

**14.10 Environmental Pollution:** Execution of this Joint Participation Agreement constitutes a certification by the Agency that the project will be carried out in conformance with all applicable environmental regulations including the securing of any applicable permits. The Agency will be solely responsible for any liability in the event of non-compliance with applicable environmental regulations, including the securing of any applicable permits, and will reimburse the Department for any loss incurred in connection therewith.

**14.20 Department Not Obligated to Third Parties:** The Department shall not be obligated or liable hereunder to any party other than the Agency.

**14.30 When Rights and Remedies Not Waived:** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist, on the part of the Agency, and the making of such payment by the Department while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

**14.40 How Agreement Is Affected by Provisions Being Held Invalid:** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

**14.50 Bonus or Commission:** By execution of the Agreement the Agency represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

**14.60 State or Territorial Law:** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable State law: Provided, that if any of the provisions of the Agreement violate any applicable State law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the project.

**14.70 Use and Maintenance of Project Facilities and Equipment:** The Agency agrees that the project facilities and equipment will be used by the Agency to provide or support public transportation for the period of the useful life of such facilities and equipment as determined in accordance with general accounting principles and approved by the Department. The Agency further agrees to maintain the project facilities and equipment in good working order for the useful life of said facilities or equipment.

**14.71 Property Records:** The Agency agrees to maintain property records, conduct physical inventories and develop control systems as required by 49 CFR Part 18, when applicable.

**14.80 Disposal of Project Facilities or Equipment:** If the Agency disposes of any project facility or equipment during its useful life for any purpose except its replacement with like facility or equipment for public transportation use, the Agency will comply with the terms of 49 CFR Part 18 relating to property management standards. The Agency agrees to remit to the Department a proportional amount of the proceeds from the disposal of the facility or equipment. Said proportional amount shall be determined on the basis of the ratio of the Department financing of the facility or equipment as provided in this Agreement.

**14.90 Contractual Indemnity:** To the extent provided by law, the Agency shall indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Agency, its agents, or employees, during the performance of the Agreement, except that neither the Agency, its agents, or its employees will be liable under this paragraph for any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Department or any of its officers, agents, or employees during the performance of the Agreement.

When the Department receives a notice of claim for damages that may have been caused by the Agency in the performance of services required under this Agreement, the Department will immediately forward the claim to the Agency. The Agency and the Department will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the Department will determine whether to require the participation of the Agency in the defense of the claim or to require that the Agency defend the Department in such claim as described in this section. The Department's failure to promptly notify the Agency of a claim shall not act as a waiver of any right herein to require the participation in or defense of the claim by Agency. The Department and the Agency will each pay its own expenses for the evaluation, settlement negotiations, and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all expenses at trial.

**15.00 Plans and Specifications:** In the event that this Agreement involves the purchasing of capital equipment or the constructing and equipping of facilities, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the project. The Department will review all plans and specifications and will issue to the Agency written approval with any approved portions of the project and comments or recommendations concerning any remainder of the project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency written approval with said remainder of the project. Failure to obtain this written approval shall be sufficient cause for nonpayment by the Department as provided in 8.23.

**16.00 Project Completion, Agency Certification:** The Agency will certify in writing on or attached to the final invoice, that the project was completed in accordance with applicable plans and specifications, is in place on the Agency facility, that adequate title is in the Agency and that the project is accepted by the Agency as suitable for the intended purpose.

**17.00 Appropriation of Funds:**

**17.10** The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

**17.20 Multi-Year Commitment:** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Chapter 339.135(6)(a), F.S., are hereby incorporated: "(a) The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of 25,000 dollars and which have a term for a period of more than 1 year."

**18.00 Expiration of Agreement:** The Agency agrees to complete the project on or before 03/30/2009. If the Agency does not complete the project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the District Director of Transportation Development. Expiration of this Agreement will be considered termination of the project and the procedure established in Section 9.00 of this Agreement shall be initiated.

**18.10 Final Invoice:** The Agency must submit the final invoice on this project to the Department within 120 days after the expiration of this Agreement. Invoices submitted after the 120 day time period will not be paid.

**19.00 Agreement Format:** All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

**20.00 Execution of Agreement:** This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

#### **21.00 Restrictions on Lobbying:**

**21.10 Federal:** The Agency agrees that no federal appropriated funds have been paid or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

If any funds other than federal appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Joint Participation Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Agency shall require that the language of this section be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

**21.20 State:** No funds received pursuant to this contract may be expended for lobbying the Legislature or a state agency.



**22.00 Vendors Rights:** Vendors (in this document identified as Agency) providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services unless the bid specifications, purchase order or contract specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

If a payment is not available within 40 days after receipt of the invoice and receipt, inspection and approval of goods and services, a separate interest penalty in accordance with Section 215.422(3)(b), F.S. will be due and payable, in addition to the invoice amount to the Agency. The interest penalty provision applies after a 35 day time period to health care providers, as defined by rule. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices which have to be returned to an Agency because of vendor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at (850) 410-9724 or by calling the Department of Financial Services Hotline, 1-800-848-3792.

**23.00 Public Entity Crime:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, F.S. for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

**24.00 Discrimination:** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

Financial Project No. 42322319401

Contract No. \_\_\_\_\_

Agreement Date \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused these presents be executed, the day and year first above written.

AGENCY

South Florida Regional Transportation Authority  
(SFRTA)

\_\_\_\_\_  
AGENCY NAME

\_\_\_\_\_  
SIGNATORY (PRINTED OR TYPED)

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

FDOT

See attached Encumbrance Form for date of Funding  
Approval by Comptroller

\_\_\_\_\_  
LEGAL REVIEW  
DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
TITLE

FM NO. 423223-1-94-01  
CONTRACT NO. \_\_\_\_\_

**EXHIBIT "A"**  
**PROJECT DESCRIPTION AND RESPONSIBILITIES**

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and South Florida Regional Transportation Authority (SFRTA) dated \_\_\_\_\_.

**PROJECT LOCATION:**

Broward County, Florida

**PROJECT DESCRIPTION:**

The purpose of this Agreement is to provide funding to the South Florida Regional Transportation Authority for repair and installation of 10 – 8" floor drains, including drain pipes, to eliminate standing water after raining at the West Platform of the Cypress Creek Tri-Rail Station. The Platform Tiles will also be restored after installation of the floor drains.

**SPECIAL CONSIDERATIONS BY AGENCY:**

The audit report(s) required in paragraph 7.60 of the Agreement shall include a schedule of project assistance that will reflect the Department's contract number, Financial Project Number and the Federal Identification number, where applicable, and the amount of state funding action (receipt and disbursement of funds) and any federal or local funding action and the funding action from any other source with respect to the project.

**SPECIAL CONSIDERATIONS BY DEPARTMENT:**

The Department has 10 working days to review invoices after receipt of invoice package and corresponding progress report.

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FM NO. 423223-1-94-01  
CONTRACT NO. \_\_\_\_\_

**EXHIBIT "B"**  
**PROJECT BUDGET**

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and South Florida Regional Transportation Authority (SFRTA) dated \_\_\_\_\_.

I.	PROJECT COST:	\$62,560.00
	Expenses related to Master Plan study.	
II.	PARTICIPATION:	
	Maximum Federal Participation	
	FTA, FAA	( 0%) or \$ 0.00
	Agency Participation	
	In-Kind	( 0 %) \$ 0.00
	Cash	( %) or \$
	Other	( %) \$
	Maximum Department Participation,	
	Primary	
	(DS) (DDR) (DIM)(PORT)(TOP)	( 100%) or \$ 62,560.00
	Federal Reimbursable (DU)(CM)(DFTA)	( %) or \$
	Local Reimbursable (DL)	( %) or \$
	<b>TOTAL PROJECT COST</b>	<b>\$ 62,560.00</b>

FM NO. 423223-1-94-01  
CONTRACT NO. \_\_\_\_\_

### **EXHIBIT "C"**

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and South Florida Regional Transportation Authority (SFRTA), dated: \_\_\_\_\_.

**Reference statues as applicable.** Chapter 341

#### **DOCUMENTS REQUIRED TO BE SUBMITTED TO THE DEPARTMENT BY THE AGENCY IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT:**

1. All proposals, plans, specifications, and 3<sup>rd</sup> party contracts covering the project for Departmental approval.
2. Copies of all correspondence related to this project.
3. Audit Reports as described in Section 7.60 of this JPA.
4. *Quarterly Progress Reports provided within thirty (30) days of the end of the quarter.*
5. Three (3) original Invoice Summaries and backup information including a progress report must be submitted to the District Office when requesting payment.

**EXHIBIT D  
PROJECT AUDIT REQUIREMENTS**

The administration of resources awarded by the Department to South Florida Regional Transportation Authority (SFRTA) may be subject to audits and/or monitoring by the Department, as described in this section.

**MONITORING**

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department staff to South Florida Regional Transportation Authority (SFRTA) regarding such audit. South Florida Regional Transportation Authority (SFRTA) further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the FDOT's Office of Inspector General (OIG) and Florida's Chief Financial Officer (CFO) or Auditor General.

**AUDITS**

**PART I: FEDERALLY FUNDED**

Recipients of federal funds (i.e. state, local government, or non-profit organizations as defined in OMB Circular A-133, as revised) are to have audits done annually using the following criteria:

1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this agreement indicates Federal resources awarded through the Department by this agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1., the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. However, if the recipient elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
4. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

## **PART II: STATE FUNDED**

Recipients of state funds (i.e. a nonstate entity as defined by Section 215.97(2)(I), Florida Statutes) are to have audits done annually using the following criteria:

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services and the CFO; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement indicates state financial assistance awarded through the Department by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(d), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. However, if the recipient elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

## **PART III: OTHER AUDIT REQUIREMENTS**

The recipient shall follow up and take corrective action on audit findings. Preparation of a summary schedule of prior year audit findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.

Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the FDOT, the Department of Financial Services, and the Auditor General. This section does not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

#### PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

- A. The Department at each of the following addresses:

Florida Department of Transportation  
Office of Modal Development  
3400 West Commercial Boulevard  
Fort Lauderdale, Florida 33309-3421

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10<sup>th</sup> Street  
Jeffersonville, IN 47132

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. In the event that a copy of the reporting package for an audit required by PART I of this agreement and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the Department for reasons pursuant to section .320 (e)(2), OMB Circular A-133, as revised, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited schedule of expenditures of Federal awards directly to each of the following:

Florida Department of Transportation  
Office of Modal Development  
3400 West Commercial Boulevard  
Fort Lauderdale, Florida 33309-3421

In addition, pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department at each of the following addresses:

Florida Department of Transportation  
Office of Modal Development  
3400 West Commercial Boulevard  
Fort Lauderdale, Florida 33309-3421

Fin. Proj. No.: 423223-1-94-01

Contract No.: \_\_\_\_\_

Agreement Date: \_\_\_\_\_

3. Copies of financial reporting packages required by PART II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department at each of the following addresses:

Florida Department of Transportation  
Office of Modal Development  
3400 West Commercial Boulevard  
Fort Lauderdale, Florida 33309-3421

B. The Auditor General's Office at the following address:

Auditor General's Office  
Room 401, Pepper Building  
111 West Madison Street  
Tallahassee, Florida 32399-1450

4. Copies of reports or the management letter required by PART III of this agreement shall be submitted by or on behalf of the recipient directly to:

A. The Department at each of the following addresses:

Florida Department of Transportation  
Office of Modal Development  
3400 West Commercial Boulevard  
Fort Lauderdale, Florida 33309-3421

5. Any reports, management letter, or other information required to be submitted to the Department pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

#### **PART V: RECORD RETENTION**

1. The recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of at least five years from the date the audit report is issued, and shall allow the Department, or its designee, CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department, or its designee, CFO, or Auditor General upon request for a period of at least five years from the date the audit report is issued, unless extended in writing by the Department.

Fin. Proj. No.: 423223-1-94-01

Contract No.: \_\_\_\_\_

Agreement Date: \_\_\_\_\_

**EXHIBIT – 1**

**FEDERAL RESOURCES**

<u>Federal Agency</u>	<u>Catalog of Federal Domestic Assistance (Number &amp; Title)</u>	<u>Amount</u>
N/A	N/A	\$0.00

**STATE RESOURCES**

<u>State Agency</u>	<u>Catalog of State Financial Assistance (Number &amp; Title)</u>	<u>Amount</u>
FDOT	55.011 Park and Ride Lot Program	\$62,560.00

**Objectives**

1. To provide funding for Park and Ride Facilities, which will encourage the use of transit, carpools, vanpools and other High Occupancy Vehicles (HOV).

**Matching Resources for Federal Programs**

<u>Federal Agency</u>	<u>Catalog of Federal Domestic Assistance (Number &amp; Title)</u>	<u>Amount</u>
N/A	N/A	\$0.00

**NOTE:** Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

Tracking No. \_\_\_\_\_

AGENDA ITEM NO.

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY  
GOVERNING BOARD MEETING: AUGUST 24, 2007

AGENDA ITEM REPORT

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☐ Consent    ☒ Regular

CHANGE ORDER NO. 1 TO AGREEMENT NO. 06-115 BETWEEN  
SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY  
AND ROTEM COMPANY FOR COMMUTER RAIL CARS

REQUESTED ACTION:

MOTION TO APPROVE: Change Order No. 1 to Agreement No. 06-115, between the South Florida Regional Transportation Authority (SFRTA) and Rotem Company to exercise Option No. 6 (4 Trailer Cars) and Option No. 7 (8 Cab Cars) under the Southern California Regional Rail Authority's (SCRRA) Contract No. EP 142-06 in the amount of \$21,056,100.00.

SUMMARY EXPLANATION AND BACKGROUND:

On June 23, 2006, the Governing Board approved the Agreement No. 06-115 between SFRTA and Rotem Company to provide services for the manufacture, delivery, testing and warranty for 2 of 2 Cab Cars under Option No. 5 of the SCRRA Contract No EP 142-06. SCRRA competitively procured and awarded a Contract to the Rotem Company with an Assignment Article for SFRTA to exercise Option No's. 5 (2 Cab Cars), 6 (4 Trailer Cars) and 7 (8 Cab Cars).

On April 27, 2007 the Governing Board approved the Transportation Regional Incentive Program (TRIP) Agreement for funds to purchase additional rolling stock. Staff is requesting that the Board agree to execute this Change Order No. 1 with Rotem to exercise Option No. 6 (4 Trailer Cars) and Option No. 7 (8 Cab Cars).

Department: Engineering & Construction  
Project Manager: Daniel R. Mazza, P.E.

Department Director: Daniel R. Mazza, P.E.  
Procurement Director: Christopher Bross

FISCAL IMPACT: Funds are allocated from Florida Department of Transportation, Federal Transit Administration and Capital contributions.

EXHIBITS ATTACHED: Change Order No. 1 for Agreement No. 06-115



Tracking No. \_\_\_\_\_

Page two

AGENDA ITEM NO.

CHANGE ORDER NO. 1 TO AGREEMENT NO. 06-115 BETWEEN  
SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY  
AND ROTEM COMPANY FOR COMMUTER RAIL CARS

Recommended by:

Department Director Date

Approved by:

Contracts Director

Date

Authorized by:

Executive Director

Date

Approved as to Form by:

General Counsel

Date

Board Action:

Approved: \_\_\_\_\_ Yes \_\_\_\_\_ No

Vote: \_\_\_\_\_ Unanimous

Amended Motion:

Commissioner Bruno Barreiro \_\_\_\_\_ Yes \_\_\_\_\_ No

James A. Cummings \_\_\_\_\_ Yes \_\_\_\_\_ No

Marie Horenburger \_\_\_\_\_ Yes \_\_\_\_\_ No

Neisen Kasdin \_\_\_\_\_ Yes \_\_\_\_\_ No

Commissioner Jeff Koons \_\_\_\_\_ Yes \_\_\_\_\_ No

John Martinez \_\_\_\_\_ Yes \_\_\_\_\_ No

George A. Morgan, Jr. \_\_\_\_\_ Yes \_\_\_\_\_ No

Mayor Josephus Eggelletion \_\_\_\_\_ Yes \_\_\_\_\_ No

Bill T. Smith \_\_\_\_\_ Yes \_\_\_\_\_ No



## CHANGE ORDER

**Contract No. 06-115**

**Change Order No. 1**

**Project: Commuter Rail Cars**

**Contractor: Rotem Company**

**Consultant:**

The following changes are hereby authorized to be performed by the Contractor, for the stipulated cost and/or time extension herein, upon the signatures below by SFRTA.

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**Description of Changes, Reasons Therefore, and Cost and/or Time Extension for Each:**

- |   |                               |
|---|-------------------------------|
| <p><b>1. Change:</b> SFRTA hereby exercises 4 of 14 Trailer Cars in Option No. 6 under the Southern California Regional Rail Authority's Contract No. EP 142-06.</p> <p><b>Reason for change:</b> Pursuant to SCRRA's Contract No. EP 142-06, Option No. 6</p> <p><b>Cost of Change:</b> (\$1,658,515.00 X 4 = \$6,634,060.00)</p> <p><b>Time Extension for change:</b> April 30, 2010</p>            | <p><b>\$6,634,060.00</b></p>  |
| <p><b>2. Change:</b> SFRTA hereby exercises the purchase of 8 of 8 Cab Cars in Option No. 7 under the Southern California Regional Rail Authority's Contract No. EP 142-06.</p> <p><b>Reason for change:</b> Pursuant to SCRRA's Contract No. EP 142-06, Option No. 7</p> <p><b>Cost of Change:</b> (\$1,802,755.00 X 8 = \$14,422,040.00)</p> <p><b>Time Extension for change:</b> June 30, 2010</p> | <p><b>\$14,422,040.00</b></p> |

<b>TOTAL</b>	<b>\$21,056,100.00</b>
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It is further agreed that this Change Order shall not alter or change in any manner the force and effect of the Contract Documents, including any previous amendments thereto, except insofar as the same is altered and amended by this Change Order.

SFRTA and the Contractor agree that the Contract time adjustment and the sum agreed to in this Change Order constitutes a full and complete settlement of all the matters set forth herein, including all direct cost for equipment, manpower, materials, overhead, profit, and delay relating to the issues set forth in the Change Order. Furthermore, the Contractor accepts the terms of this Change Order as related to cost determinations as full compensation for all costs of equipment, manpower, materials, overhead, profit and delay damages and for all their costs. This settlement is limited to and applies to any claims arising out of or on account of the matters described and set forth in this Change Order.

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**Accepted by Procurement:**

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Accepted by Contractor:**

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Approved as to form and legal sufficiency:**

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Accepted by Project Manager:**

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Approved by SFRTA Executive Director:**

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Approved by SFRTA Governing Board:**

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_



## CHANGE ORDER SUMMARY

**Contract No. 06-115**  
**Change Order No. 1**  
**Project: Commuter Rail Cars**  
**Contractor: Rotem Company**  
**Consultant:**

### CHANGE ORDER COST SUMMARY

Original Contract Amount:	\$3,547,930.00
Cost of Change Orders To-Date:	\$0
	-----
SUB-TOTAL COST	\$3,547,930.00
	-----
Cost of This Change Order:	<b>\$21,056,100.00</b>
	-----
<b>TOTAL COST</b>	<b>\$24,604,030.00</b>

### CHANGE ORDER TIME SUMMARY

Original Contract Time:	July 31, 2009
Time Added / Deleted by Change Orders To-Date:	
Time Added / Deleted by This Change Order: Per Option No. 6	April 30, 2010
(4 Trailer Cars) and Option No. 7 (8 Cab Cars)	June 30, 2010

### CHANGE ORDER HISTORY

Change Order No.	Date	Increase (+) or Decrease (-)
1	August 24, 2007	Increase \$21,056,100.00
2		
3		

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY  
GOVERNING BOARD MEETING: AUGUST 24, 2007

AGENDA ITEM REPORT

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☐ Consent    ☒ Regular

REQUEST FOR LETTERS OF INTEREST NO. 07-854  
FOR DESIGN & ENGINEERING SERVICES FOR IMPROVEMENTS  
TO THE 79<sup>TH</sup> STREET TRI-RAIL/METRORAIL TRANSFER STATION

REQUESTED ACTION:

- (A) MOTION TO APPROVE: Request for Letters Of Interest (RLOI) No. 07-854 for Design and Engineering Services for station enhancements at the 79<sup>th</sup> Street Metrorail Transfer Station.
- (B) MOTION TO APPROVE: Selection and Evaluation Committee for the analysis and ranking of proposers for Design and Engineering Services. The committee members include SFRTA staff as follows: Daniel R. Mazza, P.E., Director of Engineering and Construction; Edward Byers, Operations Manager; Michael Lulo, Project Manager, Engineering and Construction, and one (1) FDOT member, Ed Carson, Transit Programs Administrator (Exhibit 3).

SUMMARY EXPLANATION AND BACKGROUND:

As part of the South Florida's Regional Transportation Authority's (SFRTA's) double tracking project, an additional northbound (east) platform was added to the 79<sup>th</sup> Street Metrorail Transfer Station to accommodate the double tracking. In order to improve vertical and horizontal traffic movement between the two major modes of transit (Tri-Rail and Metrorail), additional station enhancements are required due to the new platform to provide direct access between the existing northbound Metrorail platform and the new northbound (East) Tri-Rail platform. The proposed improvements will decrease travel time, increase reliability, facilitate access, and improve ADA accessibility. Staff recommends proceeding with a formal selection process for Design and Engineering Services, requesting Letters of Interest No. 07-854, for the development of plans and specifications for the addition of a Northbound Tri-Rail/ Metrorail Connector at the 79<sup>th</sup> Street Metrorail Transfer Station. The new connection will consist of an elevator and stairway which directly connects the overhead Metrorail platform to the new east Tri-Rail platform. The Design and Engineering scope of work will include the services stated in the attached Exhibit "1", Scope of Services for requests for Letters of Interest 07-854, Tri-Rail/ Metrorail Connector.

Department: Engineering & Construction  
Project Manager: Michael Lulo

Department Director: Daniel R. Mazza, P.E.  
Procurement Director: Christopher Bross

FISCAL IMPACT: The TRIP funds are currently available and included in SFRTA's Fiscal Year 2007-08 Capital Budget.

EXHIBITS ATTACHED: Exhibit 1 - Scope of Services  
Exhibit 2 – Evaluation Criteria  
Exhibit 3 – Background of Evaluation/ Selection Committee.

REQUEST FOR LETTER OF INTEREST NO. 07-854  
FOR DESIGN & ENGINEERING SERVICES FOR IMPROVEMENTS  
TO THE 79<sup>TH</sup> STREET TRI-RAIL/METRORAIL TRANSFER STATION

Recommended by: Dan Maza 8/15/07 Approved by: CLB 8/15/07  
Department Director Date Contracts Director Date

Authorized by: Joseph L. Horta 8/16/07 Approved as to Form by: John Horta 8/13/07  
Executive Director Date General Counsel Date

Board Action:

Approved: \_\_\_\_\_ Yes \_\_\_\_\_ No

Vote: \_\_\_\_\_ Unanimous

Amended Motion:

Commissioner Bruno Barreiro \_\_\_\_\_ Yes \_\_\_\_\_ No  
James A. Cummings \_\_\_\_\_ Yes \_\_\_\_\_ No  
Marie Horenburger \_\_\_\_\_ Yes \_\_\_\_\_ No  
Neisen Kasdin \_\_\_\_\_ Yes \_\_\_\_\_ No

Commissioner Jeff Koons \_\_\_\_\_ Yes \_\_\_\_\_ No  
John Martinez \_\_\_\_\_ Yes \_\_\_\_\_ No  
George A. Morgan, Jr. \_\_\_\_\_ Yes \_\_\_\_\_ No  
Mayor Josephus Eggelletion \_\_\_\_\_ Yes \_\_\_\_\_ No  
Bill T. Smith \_\_\_\_\_ Yes \_\_\_\_\_ No

## **SCOPE OF SERVICES**

### **TRI-RAIL/METRORAIL CONNECTOR** **SFRTA 79<sup>th</sup> STREET METRORAIL TRANSFER** **STATION**

#### **BACKGROUND**

During the construction of the Segment 5 Project, South Florida Regional Transportation Authority (SFRTA) and Miami-Dade County Transit (Metrorail) conducted a vertical and horizontal pedestrian Traffic Impact Analysis (TIA) to determine the number and movement of commuters at the Metrorail/Tri-Rail Transfer Station, which is located at N.W. 79<sup>th</sup> Street in Hialeah, Florida. The analysis includes: morning and evening passenger peak loads at both stations; public access and movement including ADA accessibility; and time study between the Tri-Rail Station [East (Northbound) and West (Southbound)] Platforms and the elevated 79<sup>th</sup> Street Metrorail Station. The joint SFRTA and Metrorail TIA determined that horizontal traffic movement (walkways and corridors) and vertical traffic movement (elevator, escalator, and stairs) would be desirable to improve the connections between the two major modes of transit. These improvements and enhancements shall be referred to herein as the Connector and implementation of the Connector will be called the Metrorail/Tri-Rail Connector PROJECT.

#### **GENERAL DESCRIPTION**

The CONSULTANT shall provide professional design and engineering services for a secure system and facility to accommodate the commuters at the 79<sup>th</sup> Street Metrorail and Tri-Rail Stations. Horizontal and vertical circulation at the Connector shall require appropriate physical clearances and allocation of spaces. (See Attached Conceptual Design Sketches).

The design should promote the efficient use of materials and energy, facilitate maintenance, and contribute to the efficiency of the railway operations. The stations existing architecture and character shall be considered in the design to promote a sense of identity for Tri-Rail and Metrorail. The Connector shall also sustain and enhance the surrounding areas.

#### **DESIGN PARAMETERS**

**The SFRTA Station Design Guidelines – First Edition shall be followed by the CONSULTANT as the basis for the design for the Connector.**

## **Vertical Circulation Elements**

Stairs, escalators, and elevators shall use standard construction and shall meet the Florida Building Code including ADA requirements.

Stairs adjacent to escalators shall have a fixed relationship with the escalator, aligned with lower working points and uniform slope from horizontal. Stair railings, materials, and details shall be standardized unless otherwise required.

Elevator enclosures shall be standardized in terms of total form, materials, and details, but may vary in configuration or other characteristics to suit the particular requirements of the Connector.

## **Passenger Distribution**

Vertical circulation elements shall distribute passengers evenly throughout the station and, in particular, along the length of the platforms.

## **Visual Connections**

Visual connections should maintain continuity between various circulation elements wherever practical. It should be possible to see the vertical circulation elements to the platform from the TVM and so forth, so that the path ahead is always obvious. The station architecture itself shall be the primary means of finding one's way, supported by signs and graphics.

## **Provisions for Persons with Special Needs and ADA**

Tri-Rail facilities shall be designed to incorporate features allowing access and use by persons with special needs and in compliance with the Americans with Disabilities Act (ADA). These provisions will encourage the widest possible spectrum of the public to use the system.

## **Passenger Elevators**

### **General**

**Design and construction shall meet the State of Florida Building Code, ASME A17.1-1990, Safety Code for Escalators and Elevators and Section 4.10 of the ADA Accessibility Guidelines for Buildings and Facilities.**

The following parameters shall be used for the initial planning of station passenger elevators:



Access - Elevators shall be available to provide access for persons with special needs, in particular the elderly and those with heavy luggage or bulky packages, to go from ground to platform level.

Number - At least one elevator shall operate in the platform area from entrance.

Location - To encourage use, elevators shall be located along the inbound circulation path as close as possible to the TVM lines.

Capacity - All elevators shall be capable of supporting a fully loaded revenue cart with attendants.

Size - All elevators shall accommodate a stretcher for the evacuation of injured or ill passengers.

Door Openings - Elevator doors shall not open toward the platform edge.

Ramps - Ramps shall be provided where a change of level is not negotiable by passenger elevator. Street level elevators shall be weatherproof and flood protected, with fire-rated separation from adjacent development areas.

### **Circulation Elements**

To avoid potentially dangerous congestion within the station, and in particular on platforms and escalators, the Connector design shall provide sufficient circulation elements to allow for the implement the free flow of passengers based on patronage forecasts and train headways.

### **Stairs**

Stairs shall be provided in addition to escalators. For calculation purposes, the width of a stair shall be taken as the distance between walls or balustrades enclosing the stair. In addition to any dedicated emergency stairs, access to all public levels of the station from the platform shall be provided by at least one stair. This stair shall be open to public areas and designed to carry two-way traffic.

### **Escalators**

Provisions for escalators shall include escalator pits, electrical conduit, lifting hooks, knock-out panels, and adequate space for machine rooms in the initial construction.

### **Escalators and Stairs**

Stairs fed by escalators shall be sufficiently wide to provide capacity at least equal to that of the escalators. Stairs located adjacent to single escalators shall be considered as having downward flow. When approached from above, the stairs shall be located to the left of the escalator.

## **Railings**

Railings shall not have sharp edges or exposed ends. All railings shall return to the supporting wall or post. Railings shall be designed with vertical rather than horizontal intermediate elements to discourage climbing.

## **Materials**

Stairs shall be constructed of robust, non-combustible materials suitable and proven for use in high-traffic rail transportation areas. Stair treads and nosing shall have slip-resistant surfaces.

## **Escalators**

This section provides information on escalators for planning purposes and for interfaces with station architecture. Escalators shall be provided in sufficient numbers to serve the requirements of normal passenger flow. Escalators shall be grouped in pairs wherever possible. Escalators shall provide five level steps at top and bottom landings. Adequate space shall be provided for escalator machine rooms and for personnel to maintain the escalators. A coordinated system shall assist passengers in determining escalator travel direction. Travel direction lighting shall be interlocked through the escalator direction switch with overhead changeable travel direction signs to indicate whether the escalator is safe for boarding. The travel direction lighting shall consist of red and green lights in the escalator landing area. Red shall indicate escalators traveling toward the passenger and therefore not safe for boarding. Green shall indicate escalators traveling away from the passenger and therefore safe for boarding. The travel direction lighting and changeable signs shall be coordinated with audible direction indicators to form the complete escalator travel direction system.

### **Escalator Machine Spaces - Location**

Escalators shall be provided with machine spaces for housing motors and other equipment. Generally, the escalator machine spaces shall be located under the escalator flat steps and extend under a cover plate at the landings. These spaces are sometimes also referred to as escalator pits.

Provision shall be made for adequate drainage of escalator machine spaces through oil and dirt traps that are readily accessible for maintenance and cleaning.

## **PROVISIONS FOR PERSONS WITH SPECIAL NEEDS and AMERICAN WITH DISABILITIES ACT REQUIREMENTS**

SFRTA is committed to providing access to all station public areas for the widest possible range of passengers, including persons with disabilities and or special needs, and integrating that access with other forms of transportation, including the existing railway.

### **Persons with Disabilities and or Special Needs**

This group of potential TRI-RAIL passengers includes but is not limited to: the wheelchair-bound and mobility-impaired; the blind and partially-sighted; the deaf and hearing-impaired; the elderly, disabled, and infirm; those traveling with prams, small children, baggage, or other bulky items; pregnant women, and anyone else with needs beyond those of the normal pedestrian. Taken together, this group is estimated to comprise approximately 10% of the general population. Stations shall be designed to minimize hazards to the blind or partially sighted. Station layouts shall allow circulation by these passengers to take place in clearly defined zones.

### **Access**

Unsupervised access to stations shall be obstruction-free and suitable for use by all. The design of TRI-RAIL facilities for persons with disabilities and or special needs shall not, however, draw unnecessary attention to those users. Nor shall these facilities have a negative impact upon station operations, maintenance, or appearance.

The general goal is to design TRI-RAIL facilities so that all passengers, whether with or without special needs, have equal access to the system and are able to use the same equipment, routes, and facilities.

### **SCOPE OF SERVICES**

The CONSULTANT shall provide all necessary professional design and engineering services for the complete execution of the Scope of Services as described herein, including, but not limited to, landscape architecture, architecture, civil, structural, mechanical, electrical, geotechnical and materials engineering, surveying, specifications writing, cost estimating, scheduling, value engineering, quality assurance and quality control. The CONSULTANT shall be required to attend meetings, visit the site, conduct research, interviews, investigations, and surveys, or perform other activities to advance, perform, and complete the work.

The following are general requirements for the performance of the PROJECT and the work.

- **Meetings:** The CONSULTANT shall conduct a design Kick-Off Meeting for the PROJECT. The meeting will be held in SFRTA's Pompano Beach office. The purpose of the meeting will be to review the Scope of Services, the criteria for the

design and engineering of the PROJECT, and to establish the initial milestones and schedules for completion of tasks, subtasks, and supporting activities.

The CONSULTANT shall attend bi-weekly progress meetings. The purpose of the meetings will be the administration and management of the Scope of Services, and to address technical issues. The meetings will be held in SFRTA's Pompano Beach office, or in a location to be determined by SFRTA's Project Manager. The agenda for each meeting shall be determined jointly by SFRTA's Project Manager and the CONSULTANT's project manager.

The CONSULTANT shall be responsible for coordinating and scheduling design review meetings for each design submittal (i.e. conceptual, 60%, 100%, etc.) with all Project participants. As part of the meetings, the CONSULTANT shall develop a design review/response form to be approved by SFRTA. The CONSULTANT shall distribute the forms with the various design submittal packages to the appropriate reviewing agency or reviewer. The forms are to be used by the reviewer to comment on the design submittal and to transmit comments back to the CONSULTANT.

The CONSULTANT shall respond to the individual comment and compile all comments into one document for distribution back to all design reviewers. The design review meeting shall address and resolve all disputed responses to the respective comments. The CONSULTANT shall be responsible for keeping a record of comments and responses and incorporate them as part of the Project files.

The CONSULTANT shall conduct other meetings, as necessary, for the administration, management, and technical execution of the Scope of Services. The CONSULTANT shall distribute an agenda for each progress or other meeting at least two (2) working days prior to the meeting. The CONSULTANT shall be responsible for keeping and distributing minutes of all meetings. Minutes of the immediately past progress meeting shall be distributed with the agenda for the upcoming progress meeting. Minutes of other meetings shall be distributed within two (2) working days after the meeting. Meetings will be planned to last approximately one (1) hour.

- **Reports:** The CONSULTANT shall be required to prepare a monthly progress report. The report shall address, but is not limited to, schedule compliance, cost estimates, budget compliance, work completed, work to be accomplished, problems encountered and solutions to the problems. The report shall include forecast and actual milestones. An updated schedule shall be submitted with the report. The report shall be in a format prescribed by SFRTA.

The CONSULTANT shall prepare monthly invoices for the professional services and expenses provided to SFRTA. Invoices shall be submitted in a format prescribed by SFRTA, with supporting documentation. The invoice shall include a summary of the CONSULTANT's hours and costs, the current period's hours and costs, and the hours and costs to-date. The hours and costs shall be identified for each discipline and personnel classification. The CONSULTANT's monthly reports and invoices may be submitted together.

- **Schedules:** SFRTA and the CONSULTANT shall develop milestones and schedules for each task identified in the Scope of Services.

The design schedule shall use a CPM network. SFRTA's Project Manager will provide the CONSULTANT with durations for submittal reviews and other tasks, or activities not performed by the CONSULTANT.

The design schedule shall be submitted to SFRTA for review and approval within five (5) working days of the CONSULTANT's Notice To Proceed (NTP) for a task. The design schedule shall be updated monthly or as requested by SFRTA's Project Manager to show progress. If the CONSULTANT is more than ten (10) working days behind schedule, the design schedule shall be revised, and if directed by SFRTA, shall show a recovery of time. The revised design schedule will be submitted to SFRTA for review and approval.

The design schedule shall be used by SFRTA for a basis of payment of the CONSULTANT's invoices. Payment shall not be made for incomplete or partially complete activities.

In addition to the design schedule, the CONSULTANT shall prepare a construction schedule using CPM to establish the construction duration. The CONSULTANT shall provide a construction schedule with a minimum of fifteen construction activities listed for the project. The list of construction activities shall be submitted to the SFRTA Project Manager, for approval, prior to developing the construction schedule.

- **Software:** The CONSULTANT shall produce correspondence and documents for the PROJECT using Microsoft Office, Word, Excel, and PowerPoint, unless otherwise approved by SFRTA. The CONSULTANT shall produce drawings using a Computer Aided Drafting and Design (CADD) system. Intergraph MicroStation or AutoCAD are acceptable.
- **Staffing:** The CONSULTANT shall provide resumes of staff members who will be working on the PROJECT to the SFRTA Project Manager. The CONSULTANT shall submit resumes to the SFRTA Project Manager prior to the Kick-Off Meeting. The SFRTA Project Manager reserves the right to approve or dismiss CONSULTANT'S staff who are scheduled to work or who are working on the PROJECT.

The Scope of Services for this contract includes, but is not limited to, the following tasks. SFRTA's Project Manager shall issue a Notice To Proceed letter to the CONSULTANT for each task.

**Task 1 -- Conceptual Study and Design:** The CONSULTANT shall study the site to advance the conceptual design to provide direct access between the outbound (North) Metrorail platform and the new Northbound (East) Tri-Rail platform. The objective of the design will be to improve vertical and horizontal pedestrian traffic flow, including access and mobility between the Tri-Rail and Metrorail service platforms at the Metrorail Transfer/79<sup>th</sup> Street Station. As part of the conceptual study, the CONSULTANT shall evaluate the need for adding an escalator on the Northbound platform including the

advantages and/or disadvantages of providing an escalator. All vertical circulation elements included in the CONSULTANT's design shall comply with ADA requirements.

- **Drawings:** The CONSULTANT shall develop a preliminary design for the selected vertical circulation configuration. Drawings for the design shall consist of a plan view of the PROJECT, a plan view of the station and platform, and two (2) transverse sections through the station and platform.

Drawings shall reflect the selection of materials to be used on the PROJECT. All drawings shall be 11 inches by 17 inches.

The CONSULTANT's designs shall consider existing track alignments, pedestrian site access and circulation, emergency vehicle access, pedestrian emergency exiting (NFPA 130) requirements, hazardous conditions, zoning and building code requirements, etc. which may influence the architectural design for the station improvements. The CONSULTANT shall incorporate, existing buildings, platforms, site access, drainage, etc. The drawings for the preliminary architectural design and station architecture shall be reviewed with the appropriate State, and/or local authorities having jurisdiction over the station.

- **Geotechnical Investigation and Report:** The CONSULTANT shall perform a subsurface geotechnical investigation for the area impacted by the station improvements. The CONSULTANT shall prepare a report of the investigation. The report shall contain recommendations for site preparation and/or improvement, and the engineering properties of the soils necessary for the design and engineering of the PROJECT. The report shall be signed and sealed by a Professional Engineer licensed in the State of Florida. Three (3) copies of the report shall be submitted to SFRTA.

The CONSULTANT shall be responsible for the extent of the investigation, and the means and methods for sampling and testing, necessary to ascertain site conditions and make recommendations. The geotechnical investigation shall be planned to support and complement an environmental investigation and report.

- **Surveying:** The CONSULTANT shall perform site and topographic surveys, including at locations of known utilities, necessary for the development of construction documents. Limits of survey shall be coordinated with SFRTA Project Manager prior to implementation. Survey can be started prior to completion of Task 1, if directed by SFRTA Project Manager.
- **CSXT Administration:** The CONSULTANT shall secure and coordinate all work activities that are within 25 feet of the centerline of the closest active track with CSX Transportation (CSX-T), the operating freight railroad for the corridor. Coordination shall include procuring (through CSX-T) the services of a CSX-T flagperson to the project on an as needed basis. The CONSULTANT shall be responsible for paying CSX-T for these services. The CSX-T contact persons are to be determined. The estimated rate for a CSX-T flagperson should be confirmed by the CONSULTANT.
- **Specifications:** The CONSULTANT shall prepare and submit the following:
  - ☐ A Table of Contents for the proposed Contract Specifications identifying all anticipated materials and finishes to be used, and

- A narrative description of proposed materials, indicating sources, vendors, and any unusual characteristics of the materials.
- **Cost Estimate:** The CONSULTANT shall prepare and submit a cost estimate with pertinent back-up and contingency as necessary for this level of design and engineering. The cost estimate will establish, upon acceptance by SFRTA, a budget for advancing to Task 2. Any budgetary overruns or discrepancies shall be resolved no later than the preliminary (60%) complete documents, by design and engineering modifications to match the available funds.
- **Architectural Renderings:** The CONSULTANT shall prepare architectural renderings of the PROJECT. The renderings shall consist of three perspective drawings which shall include a birds-eye view of the project, a ground level view of the station, and a view looking down the platform.  
  
The drawings shall be colored. Coloring shall reflect the selection of materials to be used on the PROJECT. All drawings shall be 11 inches by 17 inches. The birds-eye view rendering shall be placed in a simple metal frame with glass. The ground level view and view looking down the platform renderings shall be mounted on foam board or other mountable material.
- **Report:** The CONSULTANT shall prepare a report summarizing the selected architectural design and materials for the improvements, cost estimates and the construction schedule.
- **Deliverables:** In order to complete Task 1, the CONSULTANT shall submit to the SFRTA Project Manager the following:
  - ◇ Two (2) copies of the surveyor's notes and calculations,
  - ◇ Three (3) copies of the Geotechnical Report,
  - ◇ Three (3) copies of the Environmental Investigation Report,
  - ◇ One (1) colored, mounted rendering of the platform view for the approved concept,
  - ◇ One (1) colored, mounted rendering of the ground view for the approved concept,
  - ◇ One (1) framed rendering from a birds-eye view for the approved concept,
  - ◇ Ten (10) copies of the Report summarizing the proposed station design improvements, the selected architectural design configuration and materials, cost estimate and schedule.
  - ◇ Ten (10) copies of the specification requirements along with the written narrative of material, vendors, etc.
  - ◇ Ten (10) half-size sets of drawings.
- **Presentations:** The CONSULTANT may be requested to make presentations to SFRTA, or any appropriate reviewing agency or reviewer having jurisdiction over the project (Miami-Dade Transit, FDOT etc.).

Any such presentation shall be of the proposed final design. The purpose of the presentation shall be to receive comments and recommendations on the design, and

endorsement of the design. This presentation shall define the PROJECT for future tasks.

**Task 2 – Design Development and Final Construction Documents:** The resulting product of Task 2 shall be 100% design completion. The CONSULTANT shall produce contract documents, consisting of drawings, technical specifications, and special conditions to the construction contract, necessary for the complete description of the PROJECT and its construction.

**Task 2a -- 60% Complete Documents:** All drawings, calculations, specifications, a cost estimate, and other materials developed in the detailed design and engineering, pursuant to understandings reached during the review of the conceptual design documents, shall be submitted to SFRTA for review. The submittal shall consist of, but is not limited to, the following.

- **Drawings:** All drawings from all disciplines shall be submitted for review and comments. These shall include further developed architectural, civil, and structural drawings, and also the following.

Architecture:

- ☐ Location plan, showing access to the PROJECT site,
- ☐ Site plan, showing circulation and the functional relationship of the station and supporting facilities,
- ☐ Location plan showing ADA accessibility to facilities.
- ☐ Sections, and elevations, with dimensions of major elements, and
- ☐ Location and configuration of all new equipment rooms, etc.

Civil Engineering:

- ☐ Site plans, indicating grading, and drainage. Plans shall make improvements to correct the existing deficiencies.
- ☐ Construction Staging plans showing CONTRACTOR staging areas and sequencing construction activities.
- ☐ Utility plans, indicating the location of existing and proposed utilities.
- ☐ Coordinate and define any easements that are required as part of the project.

Landscape Architecture:

- ☐ Conceptual landscape plans, showing planting and hardscaping, and irrigation system inclusive of connection to water source.
- ☐ Assess existing landscaping plan.

Structural Engineering:



- ☐ Foundation plans, framing plans, sections, and details in sufficient detail to describe the structural systems being employed for the additional vertical circulation elements and supporting facilities.

Mechanical Engineering:

- ☐ Site plan, showing location and configuration of elevators and/or escalators, if required.

Electrical Engineering:

- ☐ Site plans, including electrical service details,
- ☐ Floor plans, sections, and details, including one-line diagrams, riser diagrams, lighting layouts, electrical equipment space requirements, lighting, power, and distribution panels, and equipment schedules.
- **Calculations:** Pertinent calculations for all disciplines used to advance the design and engineering to the 60% completion level.
- **Specifications:** Contract Specifications identifying all anticipated materials and finishes to be used.
- **Cost Estimate:**
  - ☐ A comprehensive and detailed cost estimate shall be included with this submittal. The cost estimate shall be organized in the CSI format and shall include a detailed quantity take-off as well as pricing of all items based on current local conditions.
  - ☐ Allowances will be made for difficulty factors during construction and any schedule/staging considerations.
  - ☐ The estimate shall include all back-up calculations, phone quotes, etc. A summary sheet shall be included, summarized by CSI Division. If SFRTA rejects the cost estimate, the estimate shall be adjusted and updated by the CONSULTANT as required and shall be resubmitted to SFRTA.
- **Design Review Meeting:** The CONSULTANT shall be responsible for scheduling a design review meeting with all appropriate agencies. The meeting will be held to address all design review comments. Review comments must be addressed prior to commencing Task 3b.
- **Deliverables:** In order to complete Task 3a, the CONSULTANT shall submit to the SFRTA Project Manager the following:
  - ◇ Ten (10) copies of half size drawings
  - ◇ Ten (10) copies of the specifications inclusive of schedule of values,
  - ◇ Five (5) copies of the cost estimate,
  - ◇ Five (5) copies of the calculations,
  - ◇ Five (5) copies of the updated construction schedule.

**Task 2b -- 90% Complete Documents:** All plans, drawings, calculations, specifications, and other materials developed in the detailed design and engineering, pursuant to understandings reached during previous reviews, shall be reviewed by SFRTA. This shall be the last substantive technical review, and shall commence the development of the construction contract bid package.

- **Calculations:** Pertinent calculations for all disciplines used to advance the design and engineering to the 90% completion level.
- **Specifications:** Contract Specifications identifying all anticipated materials and finishes to be used.
- **Cost Estimate:** A comprehensive and detailed cost estimate in accordance with the requirements for the 90% Complete Contract Document requirements and updated to reflect all changes in the design and engineering shall be submitted.
- **Design Review Meeting:** The CONSULTANT shall be responsible for scheduling a design review meeting with all appropriate agencies. The meeting will be held to address all design comments. Review comments must be addressed prior to commencing Task 2c.
- **Deliverables:** In order to complete Task 2b, the CONSULTANT shall submit to the SFRTA Project Manager the following:
  - ◊ Ten (10) copies of half size drawings
  - ◊ Ten (10) copies of the Specifications inclusive of schedule of values,
  - ◊ Five (5) copies of the cost estimate,
  - ◊ Five (5) copies of calculations,
  - ◊ Five (5) copies of the updated construction schedule.

**Task 2c -- Final (100% Complete) Documents:** All plans, drawings, calculations, specifications, and other materials developed in the detailed design and engineering, pursuant to understandings reached during previous reviews, shall be reviewed by SFRTA. This submittal is the final review which will be conducted at approximately the 100% design completion to assure that the contract is fully ready for the bid process. Any revisions required will be expeditiously executed by the CONSULTANT. Photo-ready originals shall be submitted to SFRTA within ten (10) working days after the CONSULTANT receives comments from SFRTA.

- **Calculations:** Pertinent final calculations from all disciplines used to complete the design and engineering shall be submitted. The calculations shall indicate the designers and/or engineers responsible for producing and checking the calculations. The calculations shall be signed and sealed by professionals licensed in the State of Florida.
- **Specifications:** Contract Specifications identifying all anticipated materials and finishes to be used.

- **Cost Estimate:** A comprehensive and detailed construction estimate shall be submitted on a separate sheet with the submittal of the final documents. This estimate shall be the basis for SFRTA's bid evaluation.
- **Deliverables:** In order to complete Task 2c, the CONSULTANT shall submit to the SFRTA Project Manager the following:
  - ◊ Ten (10) copies of half size drawings
  - ◊ Ten (10) copies of full size drawings
  - ◊ Ten (10) copies of the Specifications inclusive of schedule of values,
  - ◊ Five (5) copies of the cost estimate,
  - ◊ Five (5) copies of all PROJECT calculations,
  - ◊ Five (5) copies of the final construction schedule.
- **Presentations:** The CONSULTANT may be requested to make presentations to SFRTA, or any appropriate reviewing agency or reviewer having jurisdiction over the PROJECT (Miami-Dade Transit, FDOT etc.).

This presentation shall be of the final design. The purpose of the presentation shall be to review any previous comments and recommendations to assure that they have been addressed satisfactorily.

**Task 3 -- Permits:** The CONSULTANT shall obtain written approval (sign-offs) of the Contract documents from the applicable Federal, State, and/or local agencies having jurisdiction over the PROJECT, including Miami-Dade Transit (MDT). SFRTA shall pay all permit fees.

The CONSULTANT shall obtain environmental approvals and permits from the applicable Federal, State, and/or local agencies having jurisdiction over the PROJECT, and necessary for the construction of the PROJECT. SFRTA shall pay all permit fees.

The CONSULTANT shall obtain any required utility easements from the applicable agencies for the construction of the PROJECT. SFRTA shall pay all fees.

The CONSULTANT shall make all revisions to the drawings and Specifications necessary to obtain approval of the PROJECT. The revisions made to the PROJECT due to the permitting requirements shall become the defined PROJECT to be used for Bid Advertisement.

- **Deliverables:** In order to complete Task 4, the CONSULTANT shall submit to the SFRTA Project Manager the following:
  - ◊ Twenty (20) sets of half size 100% complete drawings (to be used for bid advertisement),
  - ◊ Fifteen (15) sets of final specifications (to be used for bid advertisement).

**Task 4 -- Pre-bid Services:** The CONSULTANT shall attend a pre-bid conference. The CONSULTANT shall assist SFRTA in answering all questions received during the bidding period and in the preparation of any Addendas. The CONSULTANT shall assist

SFRTA in evaluating bids and proposals received from prospective contractors. The CONSULTANT shall conform the drawings and technical specifications to the information issued during the bidding process.

**Task 5 -- Design and Engineering Services During Construction:** The CONSULTANT shall provide design and engineering support for the construction of the station improvements per the drawings and specifications developed by the CONSULTANT under this Agreement.

SFRTA shall employ a Construction Administration/Construction Management and Inspection (CA/CM&I) representative during the construction of the Metrorail Transfer Station Improvements. The CONSULTANT shall respond to the CA/CM&I representative as required herein.

The following are general requirements for the performance of Task 5.

- **Meetings:** The CONSULTANT shall attend a pre-construction meeting. The meeting will be at a location to be determined by SFRTA's Project Manager. The meeting will review the PROJECT, and the Scope of Services of the CONSULTANT, the CA/CM&I consultant and the selected Contractor. The meeting will be planned to last approximately one hour.

The CONSULTANT shall also attend construction progress meetings and other meetings at the request of SFRTA's Project Manager, as necessary, for the successful administration, management, and technical execution of the PROJECT. The agenda for each progress meeting shall be determined jointly by SFRTA's Project Manager and the CA/CE&I consultant. When requested by SFRTA, the CONSULTANT shall prepare and distribute an agenda specific to each progress or other meeting. The agenda shall be distributed at least two (2) working days prior to the meeting, whenever possible. The CONSULTANT shall be responsible for keeping and distributing minutes of meetings for which they develop the agenda. Minutes of progress meetings and other meetings shall be distributed to all attendees within two (2) working days after the meetings. Meetings will be planned to last approximately one (1) hour.

The CONSULTANT shall prepare monthly invoices for the professional services and expenses provided to SFRTA. Invoices shall be submitted in a format prescribed by SFRTA, with supporting documentation. The invoice shall include a summary of the hours and costs, the current period's hours and costs, and the hours and costs to-date. The hours and costs shall be identified for each discipline and personnel classification.

- **Schedules:** The CONSULTANT shall respond to SFRTA's Project Manager or the CA/CE&I consultant in the time established herein for each task.

The services to be provided by the CONSULTANT include, but are not limited to, the following:

- **Submittals:** The CONSULTANT shall review for approval all shop drawings, materials, products, and other submittals required by the Contract Documents and

submitted by the CA/CE&I consultant. The CONSULTANT shall notify SFRTA's Project Manager and the CA/CE&I consultant prior to the rejection of a submittal. The CONSULTANT shall return submittals to the CA/CE&I consultant within five (5) working days of receipt of the submittal. Each submittal shall be marked Approved, Approved As Noted, or Rejected.

The CONSULTANT shall maintain a shop drawing log, in a format to be prescribed by SFRTA. The CONSULTANT shall update, if necessary, the log daily, and shall have it available at all times for the SFRTA's Project Manager. The log shall be included with the CONSULTANT's monthly reports.

- **Requests For Information (RFIs):** The CONSULTANT shall review and respond, in writing, to RFIs received from the CA/CE&I consultant. The CONSULTANT shall respond with revisions to Contract Documents, if necessary and appropriate. The CONSULTANT shall respond to the CA/CE&I consultant within five (5) working days of receipt of the RFI by the CONSULTANT. Responses, as well as the requests/ will be reviewed with SFRTA's Project Manager, and a copy of all responses will be sent to the SFRTA's Project Manager.

The CONSULTANT shall maintain a RFI log, in a format to be prescribed by SFRTA. The CONSULTANT shall update the log daily, and shall have it available at all times for SFRTA's Project Manager review. The log shall be published with the CONSULTANT's monthly report.

**Site Visits:** The CONSULTANT shall perform site visits at the request of SFRTA's Project Manager to review and make recommendations for the resolution of field issues involving the design. The CONSULTANT shall submit a written report to SFRTA's Project Manager within two (2) working days of each site visit. The report shall document the visit and field observations, addressing appropriate methods to resolve any field issues. The report shall be in a format prescribed by SFRTA's Project Manager. Work not conforming to the Contract Documents or that is of unacceptable quality shall be reported in a written notice to the CA/CE&I consultant and to SFRTA's Project Manager.

- **Contract Document Revisions:** The CONSULTANT shall revise contract documents when required by a shop drawing, material or product substitution, request for information (RFI), request for change order (RCO) or change order (CO), site visit or field condition, or other need. The CONSULTANT shall promptly prepare revisions and submit the revised documents to SFRTA's Project Manager for approval, and also the CA/CE&I consultant for review and preparation of a RCO or CO. Contract revisions shall be made and returned within five (5) working days of knowledge of need for a revision.

**TIME FOR COMPLETION:** The CONSULTANT's services for Task 6 shall commence on the day of the Pre-construction meeting which is still to be determined. The total time for completion of Task 6 shall equal the duration of the PROJECT as determined by the CONSULTANT or until the PROJECT construction activities, inclusive of PROJECT closeout, are complete.

**SCHEDULE OF MILESTONES and TIME FOR COMPLETION:**

**Expected Notice To Proceed Date:** November 15, 2007

**Completion of Task 1 thru 4:** 12 Months From Notice to Proceed

The CONSULTANT's professional services shall terminate when the fees and expenses authorized by SFRTA have been expended, or may be terminated for SFRTA's convenience. The CONSULTANT shall notify SFRTA when eighty percent (80%) of the authorized maximum-not-to-exceed fees and expenses have been expended, to allow SFRTA to prepare and issue a Work Order and avoid disruption of the CONSULTANT's services, for ongoing work.


IAH-3737

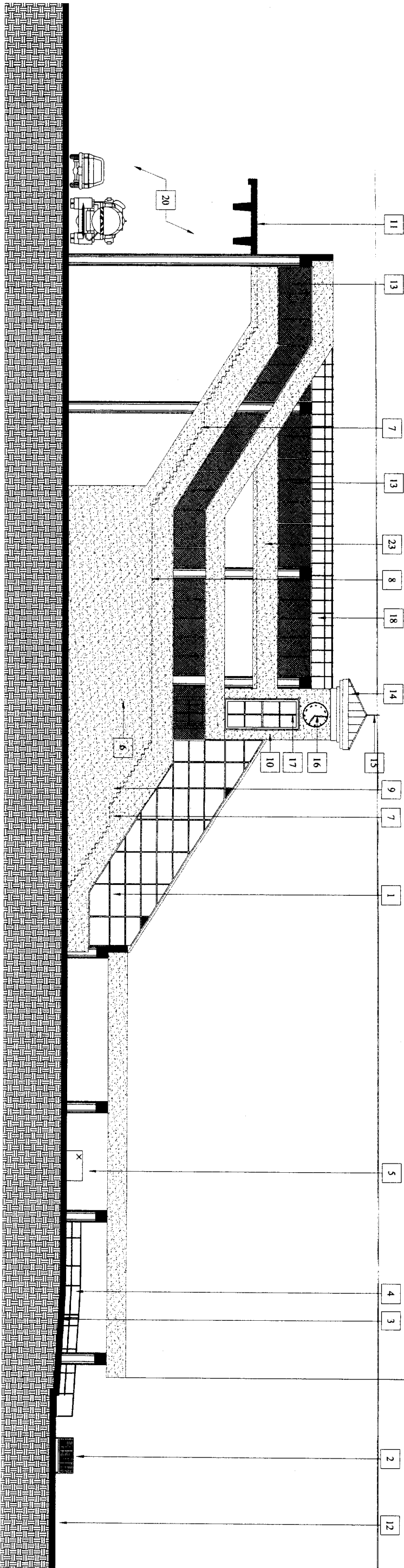


SCALE: 1/8" = 1'-0"

- ## GROUND LEVEL PLAN - OPTION 1

**SCALE: 1/8" = 1'-0"**

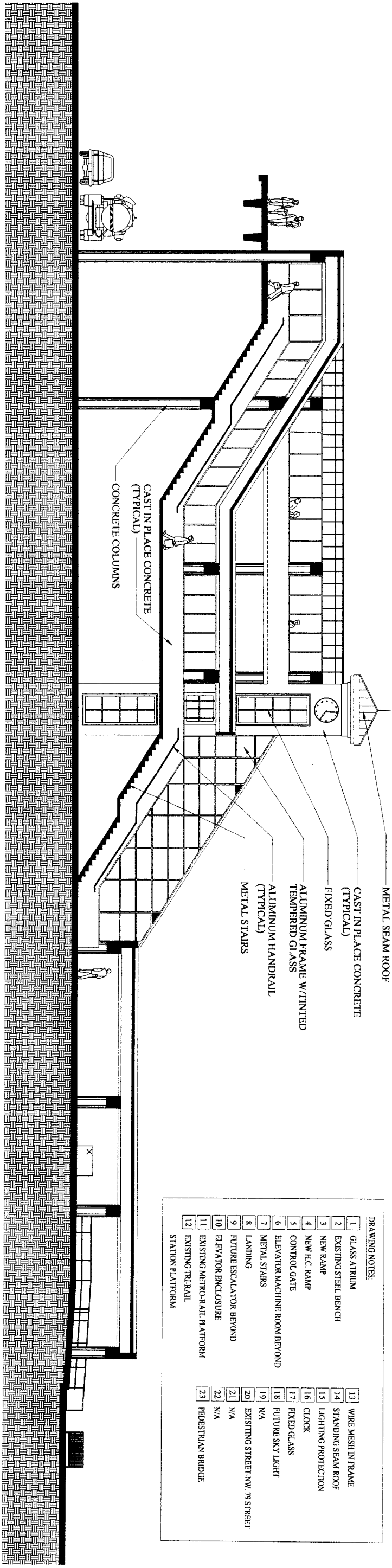




EAST ELEVATION - OPTION 1

SCALE: 1/8" = 1'-0"

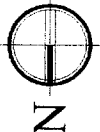
DRAWING NOTES:	
1 GLASS ATRIUM	13 WIRE MESH IN FRAME
2 EXISTING STEEL BENCH	14 STANDING SEAM ROOF
3 NEW RAMP	15 LIGHTING PROTECTION
4 NEW H.C. RAMP	16 CLOCK
5 CONTROL GATE	17 FIXED GLASS
6 ELEVATOR MACHINE ROOM BEYOND	18 FUTURE SKY LIGHT
7 METAL STAIRS	19 N/A
8 LANDING	20 EXISTING STREET NW 79 STREET
9 FUTURE ESCALATOR BEYOND	21 N/A
10 ELEVATOR ENCLOSURE	22 N/A
11 EXISTING METRO-RAIL PLATFORM	23 PEDESTRIAN BRIDGE
12 EXISTING T-RAIL STATION PLATFORM	



1 BUILDING SECTION - OPTION 1

A001

SCALE: 1/8" = 1'-0"



Date:	Description:

DESIGNED BY:	Ralph Puig Jr.
DRAWN BY:	Julio Estorino
CHECKED BY:	Fiorella Inglesi
APPROVED BY:	Ralph Puig Jr.
DATE APPROVED:	11-12-03

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METRO-RAIL CONNECTOR

SOUTH FLORIDA RAIL CORRIDOR  
SEGMENT 5 PROJECT

SA  
A002



- [illegible]

## PLATFORM LEVEL PLAN - OPTION 2

SCALE: 1/8" = 1'-0"

- 
- This architectural drawing is a detailed floor plan of a building wing, likely a school or institutional facility, showing two levels: UP (Upper) and DOWN (Lower). The plan is oriented horizontally with a North arrow pointing towards the top right.
- Key Features:**
- Room Numbers:** Various rooms are numbered, including 1 through 20. Specific areas like 16, 17, 18, 19, and 20 are highlighted in black, possibly indicating specific functional zones or storage areas.
  - Structural Elements:** The plan shows numerous columns (represented by circles) and walls (represented by solid lines).
  - Dimensions:** Numerous linear dimensions are provided throughout the plan, such as 11'-0", 4'-0", 6'-10", 18'-3", 53'-9", 31'-1", 5'-0", 31'-6", and 7'-6".
  - Level Indicators:** Arrows labeled "UP" and "DOWN" indicate the direction of stairs between the two levels.
  - Orientation:** A North arrow is located at the bottom left, pointing towards the top right. Section cut symbols (A002 and A004) are also present, indicating where cross-sections were taken.
  - Open Space:** A large area is designated as "OPEN SPACE" with arrows pointing to it from the central corridor area.
  - Corridors and Entrances:** The plan shows a complex network of corridors and entrances, some marked with double doors.

## GROUND LEVEL PLAN - OPTION 2

SCALE: 1/8" = 1'-0"

Ralph Puig Jr.

Julio Estorino

Fiorella Ingles

Ralph Puig Jr.

MED: 11-12-03

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AA: 26000673

associates

**METROLINK CONNECTOR**  
**SOUTH FLORIDA RAIL CORRIDOR**  
**SEGMENT 5 PROJECT**

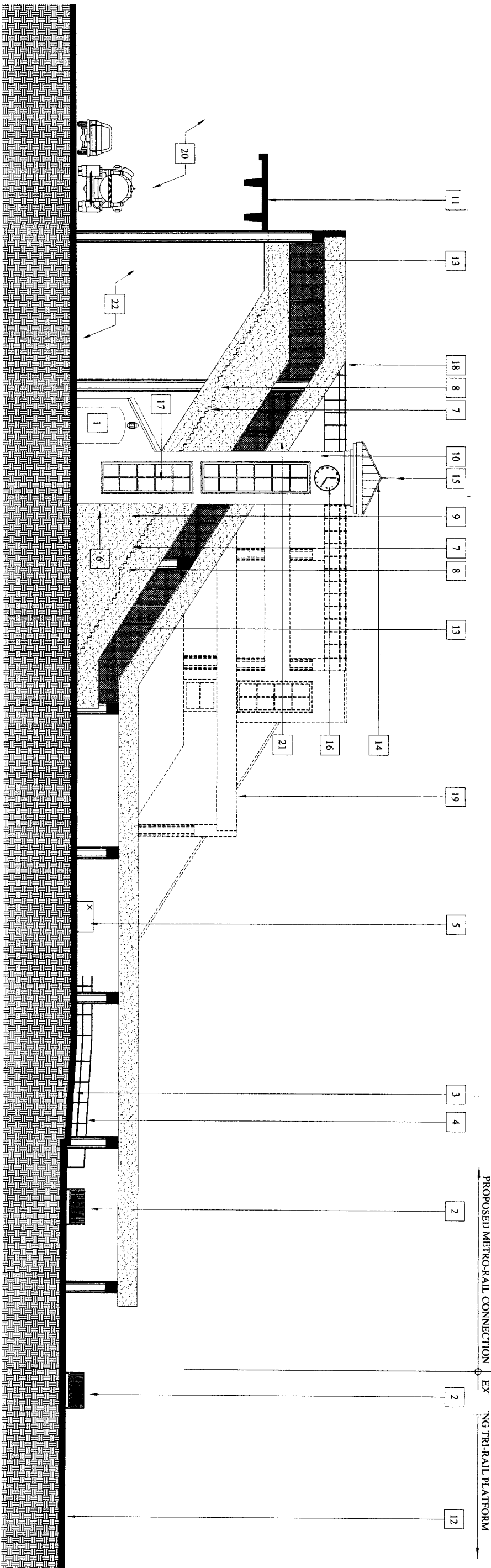
Seal:

METROPOLITAN CONNECTOR

SOUTH FLORIDA RAIL CORRIDOR

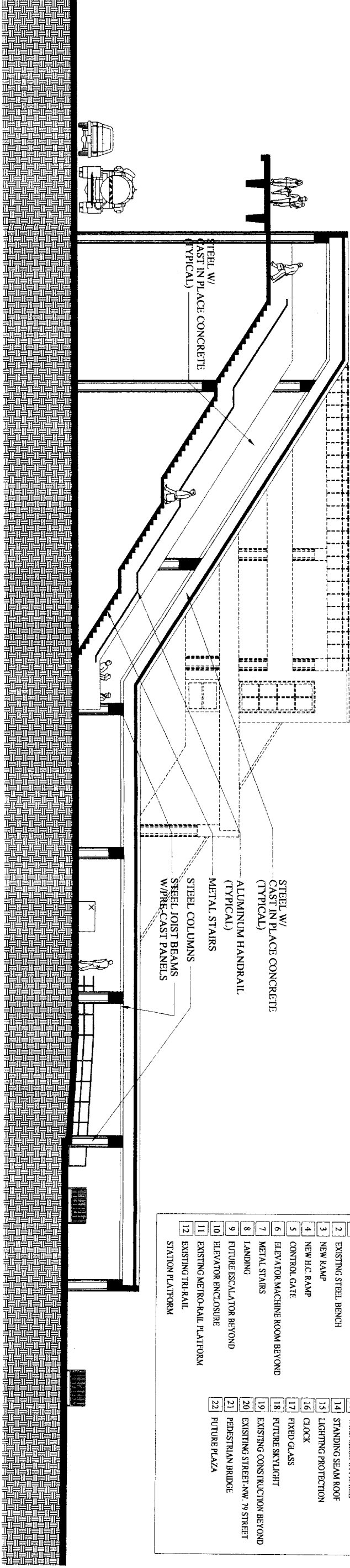
## SEGMENT 5 PROJECT

SA  
A003



EAST ELEVATION - OPTION 2

SCALE: 1/8" = 1'-0"



EAST ELEVATION - OPTION 2

SCALE: 1/8" = 1'-0"

DRAWING NOTES:	
1	ENTRANCE TO FUTURE PLAZA
2	EXISTING STEEL BRANCH
3	NEW RAMP
4	NEW H.C. RAMP
5	CONTROL GATE
6	ELEVATOR MACHINE ROOM BEYOND
7	METAL STAIRS
8	LANDING
9	FUTURE ESCALATOR BEYOND
10	ELEVATOR ENCLOSURE
11	EXISTING METRO-RAIL PLATFORM
12	EXISTING TRI-RAIL STATION PLATFORM
13	WIRE MESH IN FRAME
14	STANDING SEAM ROOF
15	LIGHTING PROTECTION
16	CLOCK
17	FIXED GLASS
18	FUTURE SKYLIGHT
19	EXISTING CONSTRUCTION BEYOND
20	EXISTING STREET NW /79 STREET
21	PEDESTRIAN BRIDGE
22	FUTURE PLAZA

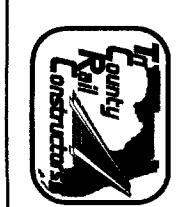
Revision:	Date:	Description:

DESIGNED BY:	Ralph Puig Jr.
DRAWN BY:	Julio Estorino
CHECKED BY:	Fiorella Inglesi
APPROVED BY:	Ralph Puig Jr.
DATE APPROVED:	11-12-03

TRI-RAIL

TRI-COUNTY

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METRO-RAIL CONNECTOR	Seal:
SOUTH FLORIDA RAIL CORRIDOR SEGMENT 5 PROJECT	

SA

A004

Revision	Date	Description

DESIGNED BY:	Ralph Puig Jr.
DRAWN BY:	Julio Estorino
CHECKED BY:	Fiorella Inglesi
APPROVED BY:	Ralph Puig Jr.
DATE APPROVED:	11-12-03

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METROPOLITAN CONNECTOR  
SOUTH FLORIDA RAIL CORRIDOR  
SEGMENT 5 PROJECT

Seal

SA  
A005

ATRIUM SKYLIGHT



ATRIUM  
ROUND COLUMN  
LIGHT FIXTURE

SKYLIGHT

CONCRETE BEAM

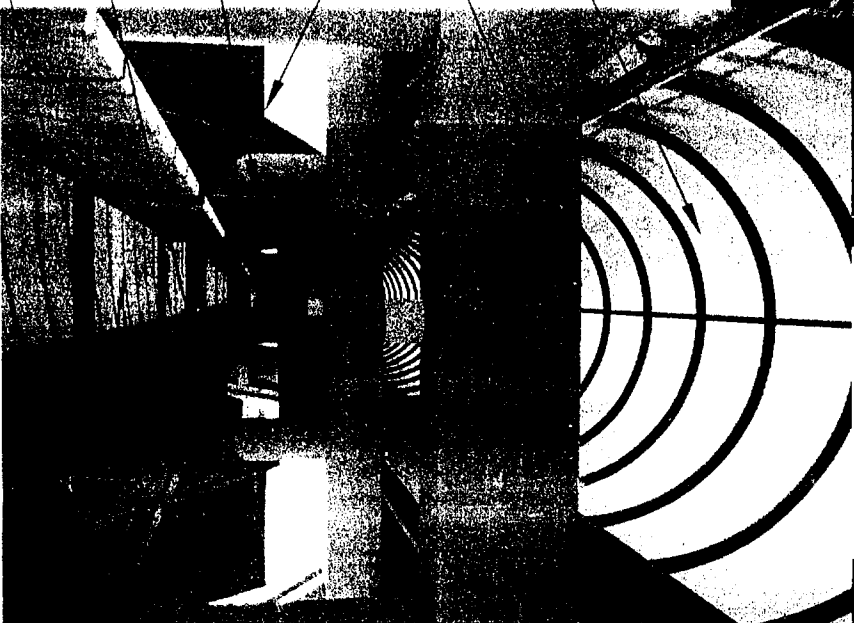
STAIRS ROOF  
BELOW

ROUND COLUMN

METRO-RAIL PLATFORM

PEDESTRIAN BRIDGE

EXISTING PEDESTRIAN BRIDGE

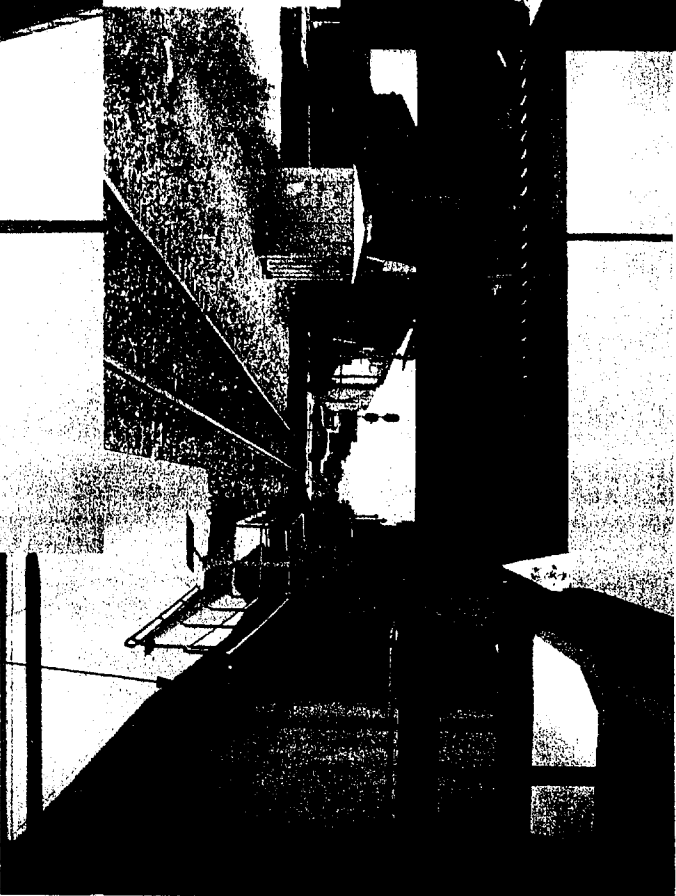


EXISTING PEDESTRIAN BRIDGE



SKYLIGHT  
ELEVATOR ENCLOSURE  
PEDESTRIAN BRIDGE

EXISTING PEDESTRIAN WALKWAY



PEDESTRIAN WALKWAY

SKYLIGHT

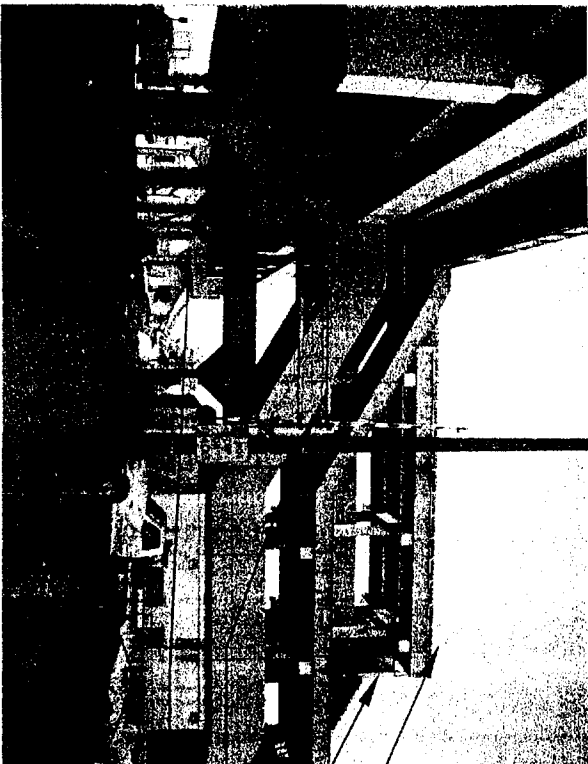
ELEVATOR ENCLOSURE

STAIRS

N.W. 79 STREET

METRO-RAIL PLATFORM

EXISTING EAST METRO-RAIL CONNECTOR



## **EVALUATION CRITERIA**

The Evaluation/Selection Committee shall evaluate the firms' technical abilities in accordance with the criteria listed below. Only those LOIs deemed to be responsive and responsible will be evaluated

**(1) Related Experience (Maximum 35 points)** – The Proposer's related design and engineering experience within the past five (5) years, with emphasis on prior experience with design, construction and maintenance of railroad or transit facilities and local knowledge of sites and conditions.

**(2) Team Member's Background and Experience (Maximum 35 points)** – The general and specific project related experience and capability, along with background education and affiliations of the Proposer's Team Members and Project Managers who will be responsible for performing the technical services required.

**(3) Organizational Structure (Maximum 20 points)** – The Proposer's organizational structure, with emphasis on ensuring orderly communications, distribution of information, effective coordination of activities, quality control and accountability.

**(4) Knowledge of South Florida Conditions. (Maximum 10 points)**

The Proposer's understanding of SFRTA, Federal, and Florida Department of Transportation processes and local conditions. It is necessary that the skill set offered include a high percentage of local area firms and individuals. Use of such expertise will reduce costly learning curve understanding of local conditions and will also provide SFRTA assurance that skills are immediately available as needed.

**BACKGROUND OF SFRTA EVALUATION AND SELECTION COMMITTEE  
MEMBERS FOR REQUEST FOR LETTER OF INTEREST NO. 07-854  
FOR DESIGN & ENGINEERING SERVICES FOR IMPROVEMENTS  
TO THE 79<sup>TH</sup> STREET TRI-RAIL/METRORAIL TRANSFER**

Daniel R. Mazza, P.E.

Director of Engineering and Construction for SFRTA

Mr. Mazza's responsibilities include overseeing the design and construction of SFRTA's capital program. Totaling over \$400 million, some of the projects included in SFRTA's capital program were the Segment 5 project, New River Bridge project, and Golden Glades Station Improvements. Mr. Mazza has over 19 years experience in transportation design, construction, and project management, including seven years as project manager for Segments 1- 4 of SFRTA's Double Tracking Improvement Program.

Michael Lulo

Engineering & Construction Project Manager for SFRTA

Mr. Lulo's responsibilities include providing project management for various capital improvement projects. Some of the projects included in SFRTA's capital program are the construction of the Deerfield Beach Station and the design and construction of the Opa-Locka and Golden Glades Stations. Mr. Lulo has been employed with SFRTA for 9 years and possesses 14 years of engineering & construction experience.

Edward Byers

Operations Manager for SFRTA

Mr. Byers is responsible for managing SFRTA/Tri-Rail's Contract Operator in providing commuter rail service. He also oversees the operation of shuttle bus transportation to and from SFRTA/Tri-Rail stations. Mr. Byers has been employed with SFRTA for over 7 years and possesses 17 years of public transit experience.

Edward Carson  
FDOT Representative

Transit Programs Administrator for FDOT District 6

Mr. Carson has over 11 years experience as Transit Programs Administrator with FDOT. Responsibilities include managing various FDOT transit operating and capital assistance programs, rail and bus system safety oversight programs and District transit projects with various agencies in Miami-Dade and Monroe County.

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY  
GOVERNING BOARD MEETING: AUGUST 24, 2007

AGENDA ITEM REPORT

☐ Consent    ☒ Regular    ☐ Public Hearing

INTERGOVERNMENTAL COORDINATION AND REVIEW AND  
PUBLIC TRANSPORTATION COORDINATION JOINT PARTICIPATION AGREEMENTS  
WITH THE BROWARD AND PALM BEACH  
METROPOLITAN PLANNING ORGANIZATIONS

REQUESTED ACTION:

- A. MOTION TO APPROVE: Intergovernmental Coordination and Review and Public Transportation Coordination Joint Participation Agreement (JPA) between the South Florida Regional Transportation Authority (SFRTA) and the Broward Metropolitan Planning Organization (MPO).
- B. MOTION TO APPROVE: Intergovernmental Coordination and Review and Public Transportation Coordination Joint Participation Agreement (JPA) between the South Florida Regional Transportation Authority (SFRTA) and the Palm Beach Metropolitan Planning Organization (MPO).

SUMMARY EXPLANATION AND BACKGROUND:

Federal law requires each metropolitan area to have a continuing, cooperative and coordinated transportation planning process. The plans and programs from this process are to be consistent with comprehensive planning activities for the area. The MPO plans and programs are part of the comprehensive planning activities for the area and are reviewed for consistency with local adopted plans. To address these requirements, the Federal agencies require an agreement between the State, the MPO and operators of public transportation services and facilities who are involved in transportation planning and programming.

(Continued on Page 2)

Department: Planning & Capital Development  
Project Manager: William L. Cross, P.E.

Department Director: Daniel R. Mazza P.E.  
Procurement Director: Chris Bross

FISCAL IMPACT:    N/A

EXHIBITS ATTACHED:    Exhibit 1 - Intergovernmental Coordination and Review and Public Transportation Coordination JPA with the Broward MPO

Exhibit 2 - Intergovernmental Coordination and Review and Public Transportation Coordination JPA with the Palm Beach MPO

INTERGOVERNMENTAL COORDINATION AND REVIEW AND  
PUBLIC TRANSPORTATION COORDINATION JOINT PARTICIPATION AGREEMENTS  
WITH THE BROWARD AND PALM BEACH  
METROPOLITAN PLANNING ORGANIZATIONS

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SUMMARY EXPLANATION AND BACKGROUND: (Continued)

Due to changes in Federal and State transportation laws, the Agreement must be updated periodically. The last such Agreement was executed by the Broward MPO in 1993 and by the Palm Beach MPO in 1999. Both MPO's have worked with the Florida Department of Transportation (FDOT) to develop an updated version of the document. In recent months, South Florida Regional Transportation Authority (SFRTA) staff has submitted comments and suggested revisions of the JPA. Some of these comments and revisions have been incorporated into the attached final version of the JPA's, shown as Exhibits 1 and 2. The JPA's have been executed by both the Broward and Palm Beach MPO Boards, as well as by other bodies including the Port of Palm Beach and Treasure Coast Regional Planning Council. It is requested that the SFRTA Governing Board take this same action.

Since a number of agencies will be acting on the JPA simultaneously, MPO staff will retain the originals. Following authorization by the SFRTA Board, MPO staff will arrange a time and place to execute the required copies of the agreement. A fully executed original Agreement will be provided to SFRTA when available.

INTERGOVERNMENTAL COORDINATION AND REVIEW AND  
PUBLIC TRANSPORTATION COORDINATION JOINT PARTICIPATION AGREEMENTS  
WITH THE BROWARD AND PALM BEACH  
METROPOLITAN PLANNING ORGANIZATIONS

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Recommended by: Dan Mazza 8/15/07 Approved by: N/A  
Department Director Date Procurement Director Date

Authorized by: [Signature] 8/15/07 Approved as to Form by: [Signature] 8/13/07  
Executive Director Date General Counsel

Board Action:

Approved: \_\_\_\_\_ Yes \_\_\_\_\_ No

Vote: \_\_\_\_\_ Unanimous

Amended Motion:

Commissioner Bruno Barreiro	_____ Yes _____ No	Commissioner Jeff Koons	_____ Yes _____ No
James A. Cummings	_____ Yes _____ No	John Martinez	_____ Yes _____ No
Commissioner Josephus Eggelletion	_____ Yes _____ No	George A. Morgan, Jr.	_____ Yes _____ No
Marie Horenburger	_____ Yes _____ No	Bill T. Smith	_____ Yes _____ No
Neisen Kasdin	_____ Yes _____ No		



**INTERGOVERNMENTAL COORDINATION AND REVIEW  
AND  
PUBLIC TRANSPORTATION COORDINATION  
JOINT PARTICIPATION AGREEMENT**

THIS JOINT PARTICIPATION AGREEMENT is made and entered into this day of 2007 by and between the FLORIDA DEPARTMENT OF TRANSPORTATION; the BROWARD Metropolitan Planning Organization; BROWARD COUNTY, through its Board of County Commissioners, the SOUTH FLORIDA REGIONAL PLANNING COUNCIL; and the SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY.

**RECITALS**

WHEREAS, the Federal Government, under the authority of 23 U. S. C. and any subsequent applicable amendments requires each metropolitan area, as a condition to the receipt of federal capital or operating assistance, to have a continuing, cooperative, and comprehensive transportation planning process in designated metropolitan areas to develop and implement plans and programs consistent with the comprehensively planned development of the metropolitan area;

WHEREAS, 23 U. S. C. 134 (a) and (b), and Section 339.175, Florida Statutes, provide for the creation of metropolitan planning organizations to develop transportation plans and programs for metropolitan areas;

WHEREAS, the aforementioned federal laws require that the State, the Metropolitan Planning Organization, and the operators of publicly owned transportation systems shall enter into an agreement clearly identifying the responsibilities for cooperatively carrying out such transportation planning (including corridor and subarea studies pursuant to 23 Code of Federal Regulation 450.316 and 450.318) and programming;

WHEREAS, pursuant to Section 20.23, Florida Statutes, the Department has been created by the State of Florida, and the Department has the powers and duties relating to transportation, all as outlined in Section 334.044, Florida Statutes;

WHEREAS, pursuant to 23 United States Code 134, 49 United States Code 5303, 23 Code of Federal Regulations 450.306, and Section 339.175, Florida Statutes, the Broward Metropolitan Planning Organization has been designated and its membership apportioned by the Governor of the State of Florida, with the agreement of the affected units of general purpose local government, to organize and establish the Metropolitan Planning Organization;

WHEREAS, pursuant to an interlocal agreement executed on August 3, 1977, and filed with the Clerk of the Circuit Court of Broward County, the Broward Metropolitan Planning Organization was established;

WHEREAS, pursuant to Chapter 2003-159, Laws of Florida, the South Florida Regional Transportation Authority was created and established with the purpose of coordinating, developing and implementing a viable regional transportation system in South Florida that endeavors to meet the desires and needs for the movement of people, goods and services;

WHEREAS, Broward County, through its Transportation Planning and Mass Transit Divisions is responsible for transit system development planning in Broward County which includes regional transit planning, transportation disadvantaged planning and coordination with long and short-range transportation planning;

WHEREAS, Broward County is responsible for operations of the Fort Lauderdale-Hollywood International Airport, North Perry Airport and Port Everglades;

WHEREAS, pursuant to Section 339.175(9)(a)2., Florida Statutes, the Metropolitan Planning Organization shall execute and maintain an agreement with the metropolitan and regional intergovernmental coordination and review agencies serving the Metropolitan Area;

WHEREAS, the aforesaid agreement must describe the means by which activities will be coordinated and specify how transportation planning and programming will be part of the comprehensively planned development of the Metropolitan Area;

WHEREAS, pursuant to Section 186.504, Florida Statutes, and Rule 29J-1.001, Florida Administrative Code, the South Florida Regional Planning Council was established and operates with a primary purpose of intergovernmental coordination and review;

WHEREAS, pursuant to Section 186.505(24), Florida Statutes, the South Florida Regional Planning Council is to review plans of metropolitan planning organizations to identify inconsistencies between those agencies' plans and applicable local government comprehensive plans adopted pursuant to Chapter 163, Florida Statutes;

WHEREAS, the Regional Planning Council, pursuant to Section 186.507, Florida Statutes, is required to prepare a Strategic Regional Policy Plan, which will contain regional goals and policies that address regional transportation issues;

WHEREAS, based on the Regional Planning Council's statutory mandate to identify inconsistencies between plans of metropolitan planning organizations and applicable local government comprehensive plans, and to prepare and adopt a Strategic Regional Policy Plan, the Regional Planning Council is appropriately situated to assist in the intergovernmental coordination of the intermodal transportation planning process;

WHEREAS, pursuant to Section 186.509, Florida Statutes, and Rule 29J-3 Florida Administrative Code, the Regional Planning Council has adopted a conflict and dispute resolution process;

WHEREAS, the purpose of the dispute resolution process is to reconcile differences in planning and growth management issues between local governments, regional agencies, and private interests;

WHEREAS, the parties hereto have determined that the voluntary dispute resolution process is useful in the process of resolving conflicts and disputes arising in the transportation planning process;

WHEREAS, pursuant to 23 Code of Federal Regulations 450.310(b) and Section 339.175(9)(a)3., Florida Statutes, the Metropolitan Planning Organization must execute and maintain an agreement with the operators of public transportation systems, including transit systems, commuter rail systems, airports, and seaports, describing the means by which activities will be coordinated and specifying how public transit, commuter rail, aviation, and seaport planning (including corridor and subarea studies pursuant to 23 Code of Federal Regulations 450.316 and 450.318) and programming will be part of the comprehensively planned development of the Metropolitan Area;

WHEREAS, it is in the public interest that the MPO, operators of public transportation systems, including transit systems, commuter rail systems, port and aviation operators, jointly pledge their intention to cooperatively participate in the planning and programming of transportation improvements within this Metropolitan Area;

WHEREAS, the undersigned parties have determined that this Agreement satisfies the requirements of and is consistent with 23 Code of Federal Regulations 450.306 and Section 339.175(9)(a), Florida Statutes; and

WHEREAS, the parties to this Agreement desire to participate cooperatively in the performance, on a continuing basis, of a coordinated, comprehensive transportation planning process to assure that highway facilities, mass transit, rail systems, air transportation and other facilities will be properly located and developed in relation to the overall plan of community development.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations herein, the parties desiring to be legally bound, do agree as follows:

## ARTICLE 1 RECITALS; DEFINITIONS

Section 1.01. Recitals. Each and all of the foregoing recitals be and the same are hereby incorporated herein and acknowledged to be true and correct. Failure of any of the foregoing recitals to be true and correct shall not operate to invalidate this Agreement.

Section 1.02. Definitions. The following words when used in this Agreement (unless the context shall clearly indicate the contrary) shall have the following meanings:

Agreement means and refers to this instrument, as amended from time to time.

Corridor or Subarea Study shall mean and refer to studies involving major investment decisions or as other identified in 23 Code of Federal Regulations 450.318 and 450.318.

Department shall mean and refer to the Florida Department of Transportation, an agency of the State of Florida, created pursuant to Section 20.23, Florida Statutes.

FHWA means and refers to the Federal Highway Administration.

Long Range Transportation Plan is at a minimum a 20-year plan which: identifies transportation facilities; includes a financial plan that demonstrates how the plan can be implemented and assesses capital improvements necessary to preserve the existing metropolitan transportation system and make efficient use of existing transportation facilities; indicates proposed transportation enhancement activities; and, in ozone/carbon monoxide nonattainment areas, is coordinated with the State Implementation Plan, all as required by 23 United States Code 134(g), 23 Code of Federal Regulations 450.322, Section 339.175(6), Florida Statutes.

Metropolitan Area means and refers to the planning area as determined by agreement between the Broward Metropolitan Planning Organization and the Governor in the urbanized areas designated by the United States Bureau of the Census as described in 23 United States Code 134(b)(1) and Section 339.175, Florida Statutes, which shall be subject to the Metropolitan Planning Organization's planning authority.

MPO means and refers to the metropolitan planning organization formed pursuant to Interlocal Agreement dated August 3, 1977, as amended or superseded from time to time.

Regional Planning Council means and refers to the South Florida Regional Planning Council created pursuant to Section 186.504, Florida Statutes, and identified in Rule 29J-1.001, Florida Administrative Code.

Transportation Improvement Program (TIP) is the staged multi-year program of transportation improvement projects developed by a metropolitan planning organization consistent with the Long-Range Transportation Plan and developed pursuant to title 23 United States Code 134(h), 49 United States Code 5304, 23 Code of Federal

Regulations 450.324 and Section 339.175, Florida Statutes.

Unified Planning Work Program is the annual program developed in cooperation with the Department and public transportation providers, that lists all planning tasks to be undertaken during a program year, with a complete description thereof and an estimated budget, all as required by 23 Code of Federal Regulations 420 and 450.314, and Section 339.175(8), Florida Statutes.

## ARTICLE 2 PURPOSE

Section 2.01. Coordination with public transit operators. As set forth in Article 3 of this Agreement, the purpose of this Agreement is to provide for cooperation with the Department, the South Florida Regional Transportation Authority, and Broward County in the development and preparation of the Unified Planning Work Program, the Transportation Improvement Program, the Long-Range Transportation Plan, and any applicable Corridor or Subarea Studies.

Section 2.02. Intergovernmental coordination; Regional Planning Council. As set forth in Article 4 of this Agreement, the purpose of this Agreement is to provide a process through the Regional Planning Council for intergovernmental coordination and review and identification of inconsistencies between proposed Metropolitan Planning Organization transportation plans and local government comprehensive plans adopted pursuant to Chapter 163, Florida Statutes, and approved by the Florida Department of Community Affairs.

Section 2.03. Dispute resolution. As set forth in Article 5 of this Agreement, the purpose of this Agreement is to provide a process for conflict and dispute resolution through the Regional Planning Council.

## ARTICLE 3 COOPERATIVE PROCEDURES FOR PLANNING AND PROGRAMMING WITH OPERATORS OF PUBLIC TRANSPORTATION SYSTEMS

Section 3.01. Cooperation with operators of public transportation systems; coordination with local government approved comprehensive plans.

(a) The Metropolitan Planning Organization shall cooperate with the South Florida Regional Transportation Authority and Broward County to optimize the planning and programming of an integrated and balanced intermodal transportation system for the Metropolitan Area.

(b) The Metropolitan Planning Organization shall implement a continuing, cooperative, and comprehensive transportation planning process that is consistent, to the maximum extent feasible, with port and aviation master plans, and public transit development plans of the units of local governments whose boundaries are within the Metropolitan Area.

(c) As a means towards achievement of the goals in paragraphs (a) and (b) and in an effort to coordinate intermodal transportation planning and programming, the Metropolitan Planning Organization may include as part of its membership officials of agencies that administer or operate major modes or systems of transportation, including but not limited to transit operators, sponsors of major local airports, maritime ports, and rail operators. The representative of the major modes or systems of transportation may be accorded voting or non-voting advisor status. In the Metropolitan Area if authorities or agencies have been or may be created by law to perform transportation functions that are not under the jurisdiction of a general purpose local government represented on the Metropolitan Planning Organization, the Metropolitan Planning Organization shall request the Governor to designate said authority or agency as a voting member of the MPO. If the new member would alter local

government representation in the Metropolitan Planning Organization, the Metropolitan Planning Organization shall propose a revised apportionment plan to the Governor to ensure voting membership on the Metropolitan Planning to an elected official representing public transit authorities which have been, or may be, created by law.

(d) The Metropolitan Planning Organization shall ensure that representatives of ports, transit authorities, and airports within the Metropolitan Area are provided membership on the Metropolitan Planning Organizations Technical Advisory Committee.

Section 3.02. Preparation of transportation related plans.

(a) Although the adoption or approval of the Unified Planning Work Program, the Transportation Improvement Program, and the Long-Range Transportation Plan is the responsibility of the Broward Metropolitan Planning Organization, development of such plans or programs shall be viewed as a cooperative effort involving the Department, the South Florida Regional Transportation Authority and Broward County. In developing its plans and programs, the Broward Metropolitan Planning Organization shall solicit the comments and recommendations of the parties to this Agreement in the preparation of such plans and programs.

(b) At the commencement of the process of preparing the Unified Planning Work Program, the Transportation Improvement Program, or the Long-Range Transportation Plan, or preparing other than a minor amendment thereto (as determined by the Metropolitan Planning Organization), the Metropolitan Planning Organization shall extend notice to the Department, the South Florida Regional Transportation Authority and Broward County advising the scope of the work to be undertaken and inviting comment and participation in the development process. The MPO shall ensure that the chief operating officials of the Department, the South Florida Regional Transportation Authority and Broward County receive approximate 15 days written formal notice of all public workshops and hearings relating to the development of such plans and programs. It is stipulated by the parties to this Agreement that the failure by the Broward Metropolitan Planning Organization to properly extend written or other notice shall not invalidate, or lodged as a claim to invalidate, the adoption of the aforementioned plans and programs.

(c) Local government comprehensive plans.

(1) In developing the TIP, Long-Range Transportation Plan, or a Corridor or Subarea Studies, or preparing other than a minor amendment thereto (as determined by the MPO), the Broward Metropolitan Planning Organization, the South Florida Regional Transportation Authority and Broward County shall analyze for each local government in the Metro Area: (i) the comprehensive plan future land use elements; (ii) the goals, objectives, and policies of the comprehensive plans; and (iii) the zoning, of each local government in the Metropolitan Area. Based upon the foregoing review and a consideration of other growth management factors, the MPO, the South Florida Regional Transportation Authority and Broward County, shall provide written recommendations to local governments in the Metropolitan Area in the development, amendment, and implementation of their comprehensive plans. A copy of the recommendations shall be sent to the Regional Planning Council.

(2) The Broward Metropolitan Planning Organization agrees that, to the maximum extent feasible, the Long-Range Transportation Plan and the project and project phases within the Transportation Improvement Program shall be consistent with the future land use element and goals, objectives, and policies of the comprehensive plans of local government in the Metropolitan Area. If the MPO's Transportation Improvement Program is inconsistent with a local government comprehensive plan, the MPO shall so indicate, and the MPO shall present, as part of the Transportation Improvement Program, justification for including the project in the program.

(d) Multi-modal transportation agency plans.

(1) In developing the Transportation Improvement Program, Long-Range Transportation Plan, or

a Corridor or Subarea Studies, or preparing other than a minor amendment thereto (as determined by the Metropolitan Planning Organization, the Broward Metropolitan Planning Organization shall analyze the affected: master plans of Broward County for Port Everglades and the airports, and the South Florida Regional Transportation Authority. Based upon the foregoing review and a consideration of other transportation-related factors, the Broward Metropolitan Planning Organization, shall from time to time and as appropriate, provide recommendations to the parties to this Agreement as well as local governments within the Metropolitan Area, for the development, amendment, and implementation of their master, development, or comprehensive plans.

(2) In developing or revising their respective master or development plans, the parties to this Agreement shall analyze the draft or approved Unified Planning Work Program, Transportation Improvement Plan, Long-Range Transportation Plan, or Corridor and Subarea Studies, or amendments thereto. Based upon the foregoing review and a consideration of other transportation-related factors, the parties to this Agreement shall from time to time and as appropriate, provide written recommendations to the Metropolitan Planning Organization MPO with regard to development, amendment, and implementation of the plans, programs, and studies.

(3) The Broward Metropolitan Planning Organization agrees that, to the maximum extent feasible, the Transportation Improvement Program shall be consistent with the affected master plans and development plans of the parties to this Agreement.

(e) By letter agreement to be executed by the Broward Metropolitan Planning Organization and the affected Transportation Authority and public transit providers represented by Metropolitan Planning Organization members, the Broward Metropolitan Planning Organization and the affected agency or authority shall mutually develop a process for planning coordination, forwarding recommendations, and project programming consistency to be referred to as the "letter agreement". The parties to this Agreement agree, that the Broward Metropolitan Planning Organization need only include in the Transportation Improvement Program those state-funded airport and seaport projects that directly relate to surface transportation activities. The process agreed to in the letter agreement shall provide flexible deadlines for inter-agency comment on affected plans referenced in this section. Upon approval, the letter agreement shall be appended to this Agreement and shall be an exhibit hereto. The signatories to the letter agreement may revise or terminate the Agreement upon 30 days written notice to all other parties to this Agreement but without approval of other parties hereto.

#### ARTICLE 4 INTERGOVERNMENTAL COORDINATION AND REVIEW

Section 4.01. Coordination with Regional Planning Council. The Regional Planning Council shall perform the following tasks:

(a) Within 30 days of receipt, review the draft of the proposed Transportation Improvement Program, Long-Range Transportation Plan, Corridor and Subarea Studies, or amendments thereto, as requested by the Metropolitan Planning Organization, to identify inconsistencies between the foregoing plans and programs and applicable local government comprehensive plans adopted pursuant to Chapter 163 *et seq.*, Florida Statutes, for counties and cities within the Metropolitan Area and the adopted Strategic Regional Policy Plan.

(1) The parties hereto recognize that, pursuant to Florida law, the Long-Range Transportation Plan of the Broward Metropolitan Planning Organization must be considered by cities and counties within the Metropolitan Area in the preparation, amendment, and update/revision of their comprehensive plans. Further, the Long-Range Transportation Plan and the projects and project phases within the Transportation Improvement Plan are to be consistent with the future land use element and goals, objectives, and policies of the comprehensive plans of local governments in the Metropolitan Area to the maximum extent feasible. Therefore, promptly upon completion of its review of the draft proposal, the Regional Planning Council shall advise the Metropolitan Planning

Organization and each affected county or city of its findings;

(2) If, after completing its review of the draft proposal, the South Florida Regional Planning Council deems that the plans and programs submitted are not acceptable, the Regional Planning Council shall promptly advise the Broward Metropolitan Planning Organization in writing of its concerns and identify those portions of the submittals which need to be reevaluated and potentially modified; and

(3) Upon final adoption of the proposed Transportation Improvement Program, Long-Range Transportation Plan, Corridor and Subarea Studies, or amendments thereto, the Broward Metropolitan Planning Organization may request that the South Florida Regional Planning Council consider adoption of regional transportation goals, objectives, and policies in the Strategic Regional Policy Plan implementing the adopted Transportation Improvement Program, Long-Range Transportation Plan, Corridor and Subarea Studies, or amendments thereto. If the proposed plan, program, or study, or amendments thereto, was the subject of previous adverse comment by the South Florida Regional Planning Council, the Metropolitan Planning Organization will identify the change in the final adopted plan intended to resolve the adverse comment, or alternatively, the Metropolitan Planning Organization shall identify the reason for not amending the plan as suggested by the South Florida Regional Planning Council.

(b) Provide the availability of the conflict and dispute resolution process as set forth in Article 5 below.

## ARTICLE 5 CONFLICT AND DISPUTE RESOLUTION PROCESS

Section 5.01. Disputes and conflicts under this Agreement. This process shall apply to conflicts and disputes relating to matters subject to this Agreement, or conflicts arising from the performance of this Agreement. Except as otherwise provided in this Article 5, only representatives of the agencies with conflicts or disputes shall engage in conflict resolution.

Section 5.02. Initial resolution. The affected parties to this Agreement shall, at a minimum, ensure the attempted early resolution of conflicts relating to such matters. Early resolution shall be handled by direct discussion between the following officials:

for the Florida Department of Transportation: by the District Director for Planning and Programs  
for the Broward Metropolitan Planning Organization: (insert name and title)  
for the South Florida Regional Planning Council: (insert name and title)  
for the South Florida Regional Transportation Authority: (insert name and title)  
for the Broward County: (insert name and title)

Section 5.03. Resolution by senior agency official. If the conflict remains unresolved, the conflict shall be resolved by the following officials:

for the Florida Department of Transportation: by the District Secretary  
for the Broward Metropolitan Planning Organization: (insert name and title)  
for the South Florida Regional Planning Council: (insert name and title)  
for the South Florida Regional Transportation Authority: (insert name and title)  
for the Broward County: (insert name and title)

Section 5.04. Alternative Regional Planning Council dispute resolution. If a resolution is not possible, the parties may undertake dispute resolution pursuant to the Regional Planning Council procedure set forth in 29J-3 Florida Administrative Code. All parties to the dispute must agree to undertake this procedure before it may be invoked.

Section 5.05. Resolution by the Office of the Governor. If the conflict is not resolved through conflict resolution pursuant to Sections 5.02, 5.03, and 5.04 of this Agreement, the parties shall petition the Executive Office of the Governor for resolution of the conflict pursuant to its procedures. Resolution of the conflict by the Executive Office of the Governor shall be binding on all parties.

ARTICLE 6  
MISCELLANEOUS PROVISION

Section 6.01. Constitutional or statutory duties and responsibilities of parties. This Agreement shall not be construed to authorize the delegation of the constitutional or statutory duties of any of the parties. In addition, this Agreement does not relieve any of the parties of an obligation or responsibility imposed upon them by law, except to the extent of actual and timely performance thereof by one or more of the parties to this Agreement or any legal or administrative entity created or authorized by this Agreement, in which case this performance may be offered in satisfaction of the obligation or responsibility.

Section 6.02. Amendment of Agreement. Amendments or modifications of this Agreement may only be made by written agreement signed by all parties hereto with the same formalities as the original Agreement.

Section 6.03. Duration; withdrawal procedure.

(a) Duration. This Agreement shall have a term of (5) years and shall automatically renew at the end of said (5) years for another (5) year term and every (5) years thereafter. At the end of the (5) year term and at least every (5) years thereafter, the parties hereto shall examine the terms hereof and agree to amend the provisions or reaffirm the same. However, the failure to amend or to reaffirm the terms of this Agreement shall not invalidate or otherwise terminate this Agreement.

(b) Withdrawal procedure. Any party may withdraw from this Agreement after presenting in written form a notice of intent to withdraw to the other parties to this Agreement and the MPO, at least ninety (90) days prior to the intended date of withdrawal; provided, that financial commitments made prior to withdrawal are effective and binding for their full term and amount regardless of withdrawal.

Section 6.04. Notices. All notices, demands and correspondence required or provided for under this Agreement shall be in writing and delivered in person or dispatched by certified mail, postage prepaid, return receipt requested. Notice is required to be given and shall be addressed as follows:

For FDOT:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



For Broward Metropolitan Planning Organization:

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For Broward County:

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For South Florida Regional Planning Council:

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For South Florida Regional Transportation Authority:

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A party may unilaterally change its address or addressee by giving notice in writing to the other parties as provided in this section. Thereafter, notices, demands and other pertinent correspondence shall be addressed and transmitted to the new address.

Section 6.05. Interpretation.

(a) Drafters of Agreement. All parties hereto were each represented by, or afforded the opportunity for representation by legal counsel, and participated in the drafting of this Agreement and in the choice of wording. Consequently, no provision hereof should be more strongly construed against any party as drafter of this Agreement.

(b) Severability. Invalidity of any one of the provisions of this Agreement or any part, clause or

word hereof, or the application thereof in specific circumstances, by judgment, court order, or administrative hearing or order shall no affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect; provided, that such remainder would then continue to conform to the terms and requirements of applicable law.

(c) Rules of construction. In interpreting this Agreement, the following rules of construction shall apply unless the context indicates otherwise:

- (1) The singular of any word or term includes the plural;
- (2) The masculine gender includes the feminine gender; and
- (3) The word “shall” is mandatory, and “may” is permissive.

Section 6.06. Attorney’s Fees. In the event of any judicial or administrative action to enforce or interpret this Agreement by any party hereto, each party shall bear its own attorney’s fees in connection with such proceeding.

Section 6.07. Agreement execution; use of counterpart signature pages. This Agreement, and any amendments hereto, may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.

Section 6.08. Effective date. This Agreement shall become effective upon its execution by all parties hereto.

Section 6.09. Other authority. In the event that any election, referendum, approval, permit, notice, or other proceeding or authorization is required under applicable law to enable the parties to enter into this Agreement or to undertake the provisions set forth hereunder, or to observe, assume or carry out any of the provisions of the Agreement, said parties will initiate and consummate, as provided by law, all actions necessary with respect to any such matters for required.

Section 6.10. Parties not obligated to third parties. No party hereto shall be obligated or liable hereunder to any party not a signatory to this Agreement. There are no express or intended third party beneficiaries to this Agreement.

Section 6.11. Rights and remedies not waived. In no event shall the making by the Department of any payment to the Metropolitan Planning Organization constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Metropolitan Planning Organization, and the making of any such payment by the Department while any such breach or default exists shall in no way impair or prejudice any right or remedy available to the Department in respect of such breach or default.

Section 6.12. Non-appropriation. Each party's approval of this Agreement, its performance of its obligation hereunder, and the Agreement's continuation from one fiscal year to the next and automatic renewal are subject to and contingent upon an annual budgetary appropriation by each party's legislative body for the purposes of this Agreement.

Section 6.13 Filing. A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Broward County.

IN WITNESS WHEREOF, the undersigned parties have executed this Joint Participation Agreement on

behalf of the referenced legal entities.

Signed, Sealed, and Delivered in the presence of:

Signed: \_\_\_\_\_ Witness: \_\_\_\_\_  
*Chair, Board of County Commissioners* *Broward County Administrator, Ex-Officio Clerk*

Signed: \_\_\_\_\_ Witness: \_\_\_\_\_  
*Chair, Broward Metropolitan* *Executive Director*  
*Planning Organization*

Signed: \_\_\_\_\_ Witness: \_\_\_\_\_  
*Chair, South Florida Regional Transportation* *Executive Director*  
*Authority*

Signed: \_\_\_\_\_ Witness: \_\_\_\_\_  
*Chair, South Florida Regional Planning Council* *Executive Director*

Signed: \_\_\_\_\_ Witness: \_\_\_\_\_  
*District Secretary-FDOT* *Executive Secretary*

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY  
PROGRAM OF PROJECTS (FUNDED)**

FDOT District IV FM #	DESCRIPTION OR LIMITS	LGTH	TYPE OF WORK	Tentative Program							TOTAL	FUNDING SOURCE	REMARKS
				Proposed 06-07 \$000	07-08 \$000	08-09 \$000	09-10 \$000	10-11 \$000	11-12 \$000	11-12 \$000			
	Operating Assistance	N/A	Rail revenue/Operational Impr		13,101	13,756	14,444	15,166	15,924	15,924	72,391	State DIST IV	FDOT Operating JPA
	FDOT Dispatch Service	N/A		1,917	3,063	3,216	3,377	3,546	3,723	3,723	18,842	STATE DIST IV	Requires 50% Match
	TCRA Feeder Bus	N/A	Urban Corridor Improvements	1,917	3,110	3,171	3,361	2,000	2,000	2,000	15,559	STATE DIST IV	FDOT Feeder Service JPA Requires 50% Match
	Tri-County CR Operating Assistance	N/A	Rail Revenue/Operational Impr	16,477	13,101	13,756	14,444	15,166	15,924	15,924	88,868	TOTAL	
				5,492	4,367	4,585	4,815	5,055	5,308	5,308	29,623	MIAMI-DADE COUNTY	Per Individual County
				5,492	4,367	4,585	4,815	5,055	5,308	5,308	29,623	BROWARD COUNTY	Interlocal Agreement (1/3 per county)
				5,492	4,367	4,585	4,815	5,055	5,308	5,308	29,623	PALM BEACH COUNTY	
	Section 9 Operating for Tri-Rail	N/A	Operating for Fixed Route	24,625	29,379	24,645	25,477	27,809	28,928	28,928	160,863	TOTAL	
				16,477	13,101	13,756	14,444	15,166	15,924	15,924	88,868	STATE DIST IV	Required 50% Match for LF Funds
				4,148	12,278	6,889	7,033	8,643	9,004	9,004	47,995	FTA FORMULA	
				4,000	4,000	4,000	4,000	4,000	4,000	4,000	24,000	FWHA	
	FTA Program Support	N/A	Rail Capacity Project	7,098	1,150	1,150	1,700	2,000	2,200	2,200	15,298	FTA FORMULA	
	Broward County Feeder Service Subsidy	N/A	Urban Corridor Improvements	1,650	624	662	682	702	724	724	5,044	COUNTY REVENUE	
	Other Local Funding	N/A	Rail Capacity Project	300	100	100	150	200	250	250	1,100	COUNTY REVENUE	
<b>Total</b>				<b>\$53,984</b>	<b>\$63,628</b>	<b>\$60,456</b>	<b>\$63,635</b>	<b>\$66,589</b>	<b>\$69,673</b>	<b>\$69,673</b>	<b>\$377,965</b>		

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

**INTERGOVERNMENTAL COORDINATION AND REVIEW  
AND  
PUBLIC TRANSPORTATION COORDINATION  
JOINT PARTICIPATION AGREEMENT**

THIS JOINT PARTICIPATION AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2007 by and between the FLORIDA DEPARTMENT OF TRANSPORTATION; the PALM BEACH METROPOLITAN PLANNING ORGANIZATION ; the TREASURE COAST REGIONAL PLANNING COUNCIL; the SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY; the PORT OF PALM BEACH; and PALM BEACH COUNTY.

RECITALS

WHEREAS, the Federal Government, under the authority of 23 U. S. C. and any subsequent applicable amendments requires each metropolitan area, as a condition to the receipt of federal capital or operating assistance, to have a continuing, cooperative, and comprehensive transportation planning process in designated metropolitan areas to develop and implement plans and programs consistent with the comprehensively planned development of the metropolitan area;

WHEREAS, 23 U. S. C. 134 (a) and (b), and Section 339.175, Florida Statutes, provide for the creation of metropolitan planning organizations to develop transportation plans and programs for metropolitan areas;

WHEREAS, the aforementioned federal laws require that the State, the Metropolitan Planning Organization, and the operators of publicly owned transportation systems shall enter into an agreement clearly identifying the responsibilities for cooperatively carrying out such transportation planning (including corridor and subarea studies pursuant to 23 Code of Federal Regulation 450.316 and 450.318) and programming;

WHEREAS, pursuant to Section 20.23, Florida Statutes, the Department has been created by the State of Florida, and the Department has the powers and duties relating to transportation, all as outlined in Section 334.044, Florida Statutes;

WHEREAS, pursuant to 23 United States Code 134, 49 United States Code 5303, 23 Code of Federal Regulations 450.306, and Section 339.175, Florida Statutes, the Palm Beach Metropolitan Planning Organization has been designated and its membership apportioned by the Governor of the State of Florida, with the agreement of the affected units of general purpose local government, to organize and establish the Metropolitan Planning Organization;

WHEREAS, pursuant to an interlocal agreement executed on October 13, 2004, and filed with the Clerk of the Circuit Court of Palm Beach County, the PALM BEACH METROPOLITAN PLANNING ORGANIZATION was established;

WHEREAS, pursuant to Chapter 74-570, Laws of Florida, the PORT OF PALM BEACH DISTRICT was created and established with the purpose of promoting and developing the facilities and services of the Port of Palm Beach ;

WHEREAS, pursuant to Chapter 343.51, Laws of Florida, the SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY was created and established to own, operate, maintain, and manage a transit system in the tri-county area of Broward, Miami-Dade, and Palm Beach Counties;

WHEREAS, PALM BEACH COUNTY created and established a Department of Airports with the purpose of operating and managing the Palm Beach International Airport and three (3) general aviation airports located within Palm Beach County;

WHEREAS, PALM BEACH COUNTY created and established Palm Tran with the purpose of operating and managing its public transportation system;

WHEREAS, pursuant to Section 339.175(9)(a)2., Florida Statutes, the Metropolitan Planning Organization shall execute and maintain an agreement with the metropolitan and regional intergovernmental coordination and review agencies serving the Metropolitan Area;

WHEREAS, the aforesaid agreement must describe the means by which activities will be coordinated and specify how transportation planning and programming will be part of the comprehensively planned development of the Metropolitan Area;

WHEREAS, pursuant to Section 186.504, Florida Statutes, and Rule 27E-1.002, Florida Administrative Code, the TREASURE COAST REGIONAL PLANNING COUNCIL was established and operates with a primary purpose of intergovernmental coordination and review;

WHEREAS, pursuant to Section 186.505(24), Florida Statutes, the TREASURE COAST REGIONAL PLANNING COUNCIL is to review plans of metropolitan planning organizations to identify inconsistencies between those agencies' plans and applicable local government comprehensive plans adopted pursuant to Chapter 163, Florida Statutes;

WHEREAS, the Regional Planning Council, pursuant to Section 186.507, Florida Statutes, is required to prepare a Strategic Regional Policy Plan, which will contain regional goals and policies that address regional transportation issues;

WHEREAS, based on the Regional Planning Council's statutory mandate to identify inconsistencies between plans of metropolitan planning organizations and applicable local government comprehensive plans, and to prepare and adopt a Strategic Regional Policy Plan, the Regional Planning Council is appropriately situated to assist in the intergovernmental coordination of the intermodal transportation planning process;

WHEREAS, pursuant to Section 186.509, Florida Statutes, and Rule 29 K-4, Florida Administrative Code, the Regional Planning Council has adopted a conflict and dispute resolution process;

WHEREAS, the purpose of the dispute resolution process is to reconcile differences in planning and growth management issues between local governments, regional agencies, and private interests;

WHEREAS, the parties hereto have determined that the voluntary dispute resolution process is useful in

the process of resolving conflicts and disputes arising in the transportation planning process;

WHEREAS, pursuant to 23 Code of Federal Regulations 450.310(b) and Section 339.175(9)(a)3., Florida Statutes, the Metropolitan Planning Organization must execute and maintain an agreement with the operators of public transportation systems, including transit systems, commuter rail systems, airports, and seaports, describing the means by which activities will be coordinated and specifying how public transit, commuter rail, aviation, and seaport planning (including corridor and subarea studies pursuant to 23 Code of Federal Regulations 450.316 and 450.318) and programming will be part of the comprehensively planned development of the Metropolitan Area;

WHEREAS, it is in the public interest that the MPO, operators of public transportation systems, including transit systems, commuter rail systems, port and aviation authorities, jointly pledge their intention to cooperatively participate in the planning and programming of transportation improvements within this Metropolitan Area;

WHEREAS, the undersigned parties have determined that this Agreement satisfies the requirements of and is consistent with 23 Code of Federal Regulations 450.306 and Section 339.175(9)(a), Florida Statutes; and

WHEREAS, the parties to this Agreement desire to participate cooperatively in the performance, on a continuing basis, of a coordinated, comprehensive transportation planning process to assure that highway facilities, mass transit, rail systems, air transportation and other facilities will be properly located and developed in relation to the overall plan of community development.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representation herein, the parties desiring to be legally bound, do agree as follows:

#### ARTICLE 1 RECITALS; DEFINITIONS

Section 1.01. Recitals. Each and all of the foregoing recitals be and the same hereby incorporated herein and acknowledged to be true and correct. Failure of any of the foregoing recitals to be true and correct shall not operate to invalidate this Agreement.

Section 1.02. Definitions. The following words when used in this Agreement (unless the context shall clearly indicate the contrary) shall have the following meanings:

Agreement means and refers to this instrument, as amended from time to time.

Corridor or Subarea Study shall mean and refer to studies involving major investment decisions or as other identified in 23 Code of Federal Regulations 450.316 and 450.318.

Department shall mean and refer to the Florida Department of Transportation, an agency of the State of Florida, created pursuant to Section 20.23, Florida Statutes.

FHWA means and refers to the Federal Highway Administration.

Long Range Transportation Plan is at a minimum a 20-year plan which: identifies transportation facilities; includes a financial plan that demonstrates how the plan can be implemented and assesses capital improvements necessary to preserve the existing metropolitan transportation system and make efficient use of existing transportation facilities; indicates proposed transportation enhancement activities; and, in ozone/carbon monoxide nonattainment areas, is coordinated with the State Implementation Plan, all as required by 23 United States Code 134(g), 23 Code of Federal Regulations 450.322, Section 339.175(6), Florida Statutes.

Metropolitan Area means and refers to the planning area as determined by agreement between the Palm Beach Metropolitan Planning Organization and the Governor in the urbanized areas designated by the United States Bureau of the Census as described in 23 United States Code 134(b)(1) and Section 339.175, Florida Statutes, which shall be subject to the Metropolitan Planning Organization's planning authority.

MPO means and refers to the metropolitan planning organization formed pursuant to Interlocal Agreement dated October 13, 2004 as amended or superseded from time to time.

Regional Planning Council means and refers to the TREASURE COAST REGIONAL PLANNING COUNCIL created pursuant to Section 186.504, Florida Statutes, and identified in Rule 27E-1, Florida Administrative Code.

Transportation Improvement Program (TIP) is the staged multi-year program of transportation improvement projects developed by a metropolitan planning organization consistent with the Long-Range Transportation Plan and developed pursuant to title 23 United States Code 134(h), 49 United States Code 5304, 23 Code of Federal Regulations 450.324 and Section 339.175, Florida Statutes.

Unified Planning Work Program is the annual program developed in cooperation with the Department and public transportation providers, that lists all planning tasks to be undertaken during a program year, with a complete description thereof and an estimated budget, all as required by 23 Code of Federal Regulations 420 and 450.314, and Section 339.175(8), Florida Statutes.

## ARTICLE 2 PURPOSE

Section 2.01. Coordination with public transit operators. As set forth in Article 3 of this Agreement, the purpose of this Agreement is to provide for cooperation with the Department, the Port of Palm Beach, Palm Beach County and the South Florida Regional Transportation Authority in the development and preparation of the Unified Planning Work Program, the Transportation Improvement Program, the Long-Range Transportation Plan, and any applicable Corridor or Subarea Studies.

Section 2.02. Intergovernmental coordination; Regional Planning Council. As set forth in Article 4 of this Agreement, the purpose of this Agreement is to provide a process through the Regional Planning Council for intergovernmental coordination and review and identification of inconsistencies between proposed Metropolitan Planning Organization transportation plans and local government comprehensive plans adopted pursuant to Chapter 163, Florida Statutes, and approved by the Florida Department of Community Affairs.



Section 2.03. Dispute resolution. As set forth in Article 5 of this Agreement, the purpose of this Agreement is to provide a process for conflict and dispute resolution through the Regional Planning Council.

ARTICLE 3  
COOPERATIVE PROCEDURES FOR PLANNING AND PROGRAMMING  
WITH OPERATORS OF PUBLIC TRANSPORTATION SYSTEMS

Section 3.01. Cooperation with operators of public transportation systems; coordination with local government approved comprehensive plans.

(a) The Metropolitan Planning Organization shall cooperate with the Port of Palm Beach, Palm Beach County and the South Florida Regional Transportation Authority to optimize the planning and programming of an integrated and balanced intermodal transportation system for the Metropolitan Area.

(b) The Metropolitan Planning Organization shall implement a continuing, cooperative, and comprehensive transportation planning process that is consistent, to the maximum extent feasible, with port and aviation master plans, and public transit development plans of the units of local governments whose boundaries are within the Metropolitan Area.

(c) As a means towards achievement of the goals in paragraphs (a) and (b) and in an effort to coordinate intermodal transportation planning and programming, the Metropolitan Planning Organization may include as part of its membership, officials of agencies that administer or operate major modes or systems of transportation, including but not limited to transit operators, sponsors of major local airports, maritime ports, and rail operators. The representative of the major modes or systems of transportation may be accorded voting or non-voting advisor status. In the Metropolitan Area if authorities or agencies have been or may be created by law to perform transportation functions and that are not under the jurisdiction of a general purpose local government represented on the Metropolitan Planning Organization, the Metropolitan Planning Organization shall request the Governor to designate said authority or agency as a voting member of the MPO. If the new member would alter local government representation in the Metropolitan Planning Organization, the Metropolitan Planning Organization shall purpose a revised apportionment plan to the Governor to ensure voting membership on the Metropolitan Planning to an elected official representing public transit authorities which have been, or may be, created by law.

(d) The Metropolitan Planning Organization shall ensure that representatives of ports, transit authorities, and airports within the Metropolitan Area are provided membership on the Metropolitan Planning Organization's Technical Advisory Committee.

Section 3.02. Preparation of transportation related plans.

(a) Although the adoption or approval of the Unified Planning Work Program, the Transportation Improvement Program, and the Long-Range Transportation Plan is the responsibility of the Palm Beach Metropolitan Planning Organization, development of such plans or programs shall be viewed as a cooperative effort involving the Department, the Port of Palm Beach, Palm Beach County and the South Florida Regional Transportation Authority. In developing its plans and programs, the Palm Beach Metropolitan Planning

Organization shall solicit the comments and recommendations of the parties to this Agreement in the preparation of such plans and programs.

(b) At the commencement of the process of preparing the Unified Planning Work Program, the Transportation Improvement Program, or the Long-Range Transportation Plan, or preparing other than a minor amendment thereto (as determined by the Metropolitan Planning Organization), the Metropolitan Planning Organization shall extend notice to the Department, the Port of Palm Beach, Palm Beach County and the South Florida Regional Transportation Authority, advising said agency of the scope of the work to be undertaken and inviting comment and participation in the development process. The MPO shall ensure that the chief operating officials of the Department, Palm Tran, the Port of Palm Beach, Palm Beach County and the South Florida Regional Transportation Authority shall receive approximate 15 days written formal notice of all public workshops and hearings relating to the development of such plans and programs. It is stipulated by the parties to this Agreement that the failure by the Palm Beach Metropolitan Planning Organization to properly extend written or other notice shall not invalidate, or lodged as a claim to invalidate, the adoption of the aforementioned plans and programs.

(c) Local government comprehensive plans.

(1) In developing the TIP, Long-Range Transportation Plan, or a Corridor or Subarea Studies, or preparing other than a minor amendment thereto (as determined by the MPO), the Palm Beach Metropolitan Planning Organization, the Port of Palm Beach, Palm Beach County and the South Florida Regional Transportation Authority shall analyze for each local government in the Metro Area: (i) the comprehensive plan future land use elements; (ii) the goals, objectives, and policies of the comprehensive plans; and (iii) the zoning, of each local governments in the Metropolitan Area. Based upon the foregoing review and a consideration of other growth management factors, the MPO, the Transit Authority, the Port Authority, Aviation Authority, and (insert the names of other entities as applicable), shall provide written recommendations to local governments in the Metropolitan Area in the development, amendment, and implementation of their comprehensive plans. A copy of the recommendations shall be sent to the Regional Planning Council.

(2) The Palm Beach Metropolitan Planning Organization agrees that, to the maximum extent feasible, the Long-Range Transportation Plan and the project and project phases within the Transportation Improvement Program shall be consistent with the future land use element and goals, objectives, and policies of the comprehensive plans of local government in the Metropolitan Area. If the MPO's Transportation Improvement Program is inconsistent with a local government comprehensive plan, the MPO shall so indicate, and the MPO shall present, as part of the Transportation Improvement Program, justification for including the project in the program.

(d) Multi-modal transportation agency plans.

(1) In developing the Transportation Improvement Program, Long-Range Transportation Plan, or a Corridor or Subarea Studies, or preparing other than a minor amendment thereto (as determined by the Metropolitan Planning Organization), the Palm Beach Metropolitan Planning Organization shall analyze the affected master plans of Palm Tran, the Port of Palm Beach, Palm Beach County Department of Airports and the South Florida Regional Transportation Authority. Based upon the foregoing review and a consideration of other

transportation-related factors, the Palm Beach Metropolitan Planning Organization, shall from time to time and as appropriate, provide recommendations to the parties to this Agreement as well as local governments within the Metropolitan Area, for the development, amendment, and implementation of their master, development, or comprehensive plans.

(2) In developing or revising their respective master or development plans, the parties to this Agreement shall analyze the draft or approved Unified Planning Work Program, Transportation Improvement Plan, Long-Range Transportation Plan, or Corridor and Subarea Studies, or amendments thereto. Based upon the foregoing review and a consideration of other transportation-related factors, the parties to this Agreement shall from time to time and as appropriate, provide written recommendations to the Metropolitan Planning Organization MPO with regard to development, amendment, and implementation of the plans, programs, and studies.

(3) The Palm Beach Metropolitan Planning Organization agrees that, to the maximum extent feasible, the Transportation Improvement Program shall be consistent with the affected master plans and development plans of the parties to this Agreement.

(e) By letter agreement to be executed by the Palm Beach Metropolitan Planning Organization and the affected Transit Agency, Port District, Aviation Agency, and Regional Transportation Authority represented by Metropolitan Planning Organization members, the Palm Beach Metropolitan Planning Organization and the affected agency or authority shall mutually develop a process for planning coordination, forwarding recommendations, and project programming consistency to be referred to as the "letter agreement". The parties to this Agreement agree that the Palm Beach Metropolitan Planning Organization need only include in the Transportation Improvement Program those state-funded airport and seaport projects that directly relate to surface transportation activities. The process agreed to in the letter agreement shall provide flexible deadlines for inter-agency comment on affected plans referenced in this section. Upon approval, the letter agreement shall be appended to this Agreement and shall be an exhibit hereto. The signatories to the letter agreement may revise or terminate the letter agreement upon 30 days written notice to all other parties to this Agreement but without approval of other parties hereto.

#### ARTICLE 4

#### INTERGOVERNMENTAL COORDINATION AND REVIEW

Section 4.01. Coordination with Regional Planning Council. The Regional Planning Council shall perform the following tasks:

(a) Within 30 days of receipt, review the draft of the proposed Transportation Improvement Program, Long-Range Transportation Plan, Corridor and Subarea Studies, or amendments thereto, as requested by the Metropolitan Planning Organization, to identify inconsistencies between the foregoing plans and programs and applicable local government comprehensive plans adopted pursuant to Chapter 163 *et seq.*, Florida Statutes, for counties and cities within the Metropolitan Area and the adopted Strategic Regional Policy Plan.

(1) The parties hereto recognize that, pursuant to Florida law, the Long-Range Transportation Plan of the Palm Beach Metropolitan Planning Organization must be considered by cities and counties within

the Metropolitan Area in the preparation, amendment, and update/revision of their comprehensive plans. Further, the Long-Range Transportation Plan and the projects and project phases within the Transportation Improvement Plan are to be consistent with the future land use element and goals, objectives, and policies of the comprehensive plans of local governments in the Metropolitan Area to the maximum extent feasible. Therefore, promptly upon completion of its review of the draft proposal, the Regional Planning Council shall advise the Metropolitan Planning Organization and each affected county or city of its findings;

(2) If, after completing its review of the draft proposal, the Treasure Coast Regional Planning Council deems that the plans and programs submitted are not acceptable, the Regional Planning Council shall promptly advise the Palm Beach Metropolitan Planning Organization in writing of its concerns and identify those portions of the submittals which need to be reevaluated and potentially modified; and

(3) Upon final adoption of the proposed Transportation Improvement Program, Long-Range Transportation Plan, Corridor and Subarea Studies, or amendments thereto, the Palm Beach Metropolitan Planning Organization may request that the Treasure Coast Regional Planning Council consider adoption of regional transportation goals, objectives, and policies in the Strategic Regional Policy Plan implementing the adopted Transportation Improvement Program, Long-Range Transportation Plan, Corridor and Subarea Studies, or amendments thereto. If the proposed plan, program, or study, or amendments thereto, was the subject of previous adverse comment by the Treasure Coast Regional Planning Council, the Metropolitan Planning Organization will identify the change in the final adopted plan intended to resolve the adverse comment, or alternatively, the Metropolitan Planning Organization shall identify the reason for not amending the plan as suggested by the Treasure Coast Regional Planning Council.

(b) Provide the availability of the conflict and dispute resolution process as set forth in Article 5 below.

## ARTICLE 5 CONFLICT AND DISPUTE RESOLUTION PROCESS

Section 5.01. Disputes and conflicts under this Agreement. This process shall apply to conflicts and disputes relating to matters subject to this Agreement, or conflicts arising from the performance of this Agreement. Except as otherwise provided in this Article 5, only representatives of the agencies with conflicts or disputes shall engage in conflict resolution.

Section 5.02. Initial resolution. The affected parties to this Agreement shall, at a minimum, ensure the attempted early resolution of conflicts relating to such matters. Early resolution shall be handled by direct discussion between the following officials:

- for the Florida Department of Transportation: by the District Director for Planning and Programs
- for the Palm Beach Metropolitan Planning Organization: by the Director
- for the Treasure Coast Regional Planning Council: by the Executive Director
- for Palm Tran: by the Executive Director
- for the Port of Palm Beach: by the Executive Director
- for the Palm Beach County Airports: by the Director
- for the South Florida Regional Transportation Authority: by the Executive Director

Section 5.03. Resolution by senior agency official. If the conflict remains unresolved, the conflict shall be resolved by the following officials:

for the Florida Department of Transportation: by the District Secretary  
for the Palm Beach Metropolitan Planning Organization: by the Chair  
for the Treasure Coast Regional Planning Council: by the Chair  
for Palm Tran: by the Assistant County Administrator  
for the Port of Palm Beach: by the Chair  
for the Palm Beach County Airports: by the Deputy County Administrator  
for the South Florida Regional Transportation Authority: by the Chair

Section 5.04. Alternative Regional Planning Council dispute resolution. If a resolution is not possible, the parties may undertake dispute resolution pursuant to the Regional Planning Council procedure set forth in Rule 24K-4, Florida Administrative Code. All parties to the dispute must agree to undertake this procedure before it may be invoked.

Section 5.05. Resolution by the Office of the Governor. If the conflict is not resolved through conflict resolution pursuant to Sections 5.02, 5.03, and 5.04 of this Agreement, the parties shall petition the Executive Office of the Governor for resolution of the conflict pursuant to its procedures. Resolution of the conflict by the Executive Office of the Governor shall be binding on all parties.

## ARTICLE 6 MISCELLANEOUS PROVISION

Section 6.01. Constitutional or statutory duties and responsibilities of parties. This Agreement shall not be construed to authorize the delegation of the constitutional or statutory duties of any of the parties. In addition, this Agreement does not relieve any of the parties of an obligation or responsibility imposed upon them by law, except to the extent of actual and timely performance thereof by one or more of the parties to this Agreement or any legal or administrative entity created or authorized by this Agreement, in which case this performance may be offered in satisfaction of the obligation or responsibility.

Section 6.02. Amendment of Agreement. Amendments or modifications of this Agreement may only be made by written agreement signed by all parties here to with the same formalities as the original Agreement.

Section 6.03. Duration; withdrawal procedure.

(a) Duration. This Agreement shall have a term of (5) years and shall automatically renew at the end of said (5) years for another (5) term and every (5) years thereafter. At the end of the (5) year term and at least every (5) years thereafter, the parties hereto shall examine the terms hereof and agree to amend the provisions or reaffirm the same. However, the failure to amend or to reaffirm the terms of this Agreement shall not invalidate or otherwise terminate this Agreement.

(b) Withdrawal procedure. Any party may withdrawal from this Agreement after presenting in written form a notice of intent to withdrawal to the other parties to this Agreement and the MPO, at least (90) days prior to the intended date of withdrawal; provided, that financial commitments made prior to withdrawal

are effective and binding for their full term and amount regardless of withdrawal.

Section 6.04. Notices. All notices, demands and correspondence required or provided for under this Agreement shall be in writing and delivered in person or dispatched by certified mail, postage prepaid, return receipt requested. Notice is required to be given and shall be addressed as follows:

Florida Department of Transportation, District IV  
3400 West Commercial Boulevard  
Fort Lauderdale, Florida 33309-3421

Palm Beach Metropolitan Planning Organization  
2300 North Jog Road, 4<sup>th</sup> Floor  
West Palm Beach, Florida 33411-2749

Palm Beach County Board of County Commissioners  
301 North Olive Avenue, 12<sup>th</sup> Floor  
West Palm Beach, Florida 33401

Port of Palm Beach  
P. O. Box 9935  
Riviera Beach, Florida 33419

Treasure Coast Regional Planning Council  
301 East Ocean Boulevard, Suite 300  
Stuart, Florida 34994

South Florida Regional Transportation Authority  
800 NW 33<sup>rd</sup> Street, Suite 100  
Pompano Beach, Florida 33064

A party may unilaterally change its address or addressee by giving notice in writing to the other parties as provided in this section. Thereafter, notices, demands and other pertinent correspondence shall be addressed and transmitted to the new address.

Section 6.05. Interpretation.

(a) Drafters of Agreement. All parties hereto were each represented by, or afforded the opportunity for representation by legal counsel, and participated in the drafting of this Agreement and in the choice of wording. Consequently, no provision hereof should be more strongly construed against any party as drafter of this Agreement.

(b) Severability. Invalidation of any one of the provisions of this Agreement or any part, clause or word hereof, or the application thereof in specific circumstances, by judgment, court order, or administrative hearing or order shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect; provided, that such remainder would then continue to conform to the terms and

requirements of applicable law.

(c) Rules of construction. In interpreting this Agreement, the following rules of construction shall apply unless the context indicates otherwise:

- (1) The singular of any word or term includes the plural;
- (2) The masculine gender includes the feminine gender; and
- (3) The word “shall” is mandatory, and “may” is permissive.

Section 6.06. Attorney’s Fees. In the event of any judicial or administrative action to enforce or interpret this Agreement by any party hereto, each party shall bear its own attorney’s fees in connection with such proceeding.

Section 6.07. Agreement execution; use of counterpart signature pages. This Agreement, and any amendments hereto, may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.

Section 6.08. Effective date. This Agreement shall become effective upon its execution by all parties hereto.

Section 6.09. Other authority. In the event that any election, referendum, approval, permit, notice, or other proceeding or authorization is required under applicable law to enable the parties to enter into this Agreement or to undertake the provisions set forth hereunder, or to observe, assume or carry out any of the provisions of the Agreement, said parties will initiate and consummate, as provided by law, all actions necessary with respect to any such matters for required.

Section 6.10. Parties not obligated to third parties. No party hereto shall be obligated or liable hereunder to any party not a signatory to this Agreement. There are no express or intended third party beneficiaries to this Agreement.

Section 6.11. Rights and remedies not waived. In no event shall the making by the Department of any payment to the Metropolitan Planning Organization constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Metropolitan Planning Organization, and the making of any such payment by the Department while any such breach or default exists shall in no way impair or prejudice any right or remedy available to the Department in respect of such breach or default.

Section 6.12. Non-appropriation. Each party's approval of this Agreement, its performance of its obligation hereunder, and the Agreement's continuation from one fiscal year to the next and automatic renewal are subject to and contingent upon an annual budgetary appropriation by each party's legislative body for the purposes of this Agreement.

Section 6.13 Filing. A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

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IN WITNESS WHEREOF, the undersigned parties have executed this Joint Participation Agreement on behalf of the referenced legal entities.

Signed, Sealed, and Delivered in the presence of:

Signed: \_\_\_\_\_  
*Chair, Board of County Commissioners*

Signed: \_\_\_\_\_  
*Chair, Metropolitan Planning Organization*

Witness: \_\_\_\_\_  
*Deputy Clerk*

Witness: \_\_\_\_\_  
*Executive Secretary*

Signed: \_\_\_\_\_  
*Chair, Port of Palm Beach*

Signed: \_\_\_\_\_  
*Chair, South Florida Regional Transportation Authority*

Witness: \_\_\_\_\_  
*Executive Director*

Witness: \_\_\_\_\_  
*Executive Director*

Signed: \_\_\_\_\_  
*Chair, Treasure Coast Regional Planning Council*

Signed: \_\_\_\_\_  
*District Secretary - FDOT*

Witness: \_\_\_\_\_  
*Executive Director*

Witness: \_\_\_\_\_  
*Executive Secretary*

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY  
GOVERNING BOARD MEETING: AUGUST 24, 2007

AGENDA ITEM REPORT

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☐ Consent    ☒ Regular    ☐ Public Hearing

RENEWAL OPTION TO AGREEMENTS NO. 04-616 (A) WITH PB AMERICAS, INC., 04-616 (B) WITH KIMLEY-HORN AND ASSOCIATES, 04-616 (C) WITH CARTER BURGESS, 04-616 (D) WITH GANNETT FLEMING AND 04-616 (E) WITH THE CORRADINO GROUP FOR TRANSPORTATION PLANNING CONSULTING SERVICES

REQUESTED ACTIONS:

(A) MOTION TO APPROVE: Exercising the first of two (2) one (1) year renewal option periods to Agreement No. 04-616(A), between South Florida Regional Transportation Authority (SFRTA) and PB Americas, Inc., for Transportation Planning Consultant Services in the maximum not-to-exceed amount of \$5,000,000.

(B) MOTION TO APPROVE: Exercising the first of two (2) one (1) year renewal option periods to Agreement No. 04-616(B), between South Florida Regional Transportation Authority (SFRTA) and Kimley-Horn and Associates, Inc., for Transportation Planning Consultant Services, in the maximum not-to-exceed amount of \$5,000,000.

(C) MOTION TO APPROVE: Exercising the first of two (2) one (1) year renewal option periods to Agreement No. 04-616(C), between South Florida Regional Transportation Authority (SFRTA) and Carter Burgess, for Transportation Planning Consultant Services in the maximum not-to-exceed amount of \$5,000,000.

(Continued on Page 2)

Department: Planning & Capital Development    Department Director: Daniel R. Mazza, P.E.  
Project Manager: William L. Cross, P.E.    Procurement Director: Chris Bross

FISCAL IMPACT: Each contract is task-order driven and funds will be expended based on available budget and needs.

EXHIBITS ATTACHED: N/A

RENEWAL OPTION TO AGREEMENTS NO. 04-616 (A) WITH PB AMERICAS INC., 04-616 (B) WITH KIMLEY-HORN AND ASSOCIATES, 04-616 (C) WITH CARTER BURGESS, 04-616 (D) WITH GANNETT FLEMING AND 04-616 (E) WITH THE CORRADINO GROUP FOR TRANSPORTATION PLANNING CONSULTING SERVICES

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REQUESTED ACTIONS (Continued):

(D) MOTION TO APPROVE: Exercising the first of two (2) one (1) year renewal option periods to Agreement No. 04-616(D), between South Florida Regional Transportation Authority (SFRTA) and Gannett Fleming, Inc., for Transportation Planning Consultant Services in the maximum not-to-exceed amount of \$5,000,000.

(E) MOTION TO APPROVE: Exercising the first of two (2) one (1) year renewal option periods to Agreement No. 04-616(E), between South Florida Regional Transportation Authority (SFRTA) and The Corradino Group, for Transportation Planning Consultant Services in the maximum not-to-exceed amount of \$5,000,000.

SUMMARY EXPLANATION AND BACKGROUND:

On September 24, 2004, the Board approved Agreements 04-616 (A) with PB Americas, Inc., 04-616 (B) with Kimley-Horn and Associates, 04-616 (C) with Carter Burgess, 04-616 (D) with Gannett Fleming and 04-616 (E) with The Corradino Group to provide technical planning assistance to the SFRTA.

The Scope of Work to be provided under each Agreement covers a range of activities required by federal, state, regional and local processes for transportation planning and projects. These activities include, but are not to be limited to: short and long range transportation planning; facilities planning and development; assistance with Alternatives Analysis (AA) and Major Investment Studies (MIS); station area/Transit-Oriented Development (TOD) and oversight; project control and management; financial planning and analysis; and public participation.

Each contract is task-order driven and funds will be expended based on the available capital planning budget and short and long range transportation planning needs of the SFRTA.

Based on continued satisfactory performance of the Consultants, staff is recommending approval of the first of two (2) one (1) year renewal option periods to Agreements 04-616 (A) with PB Americas, Inc. 04-616 (B) with Kimley-Horn and Associates, 04-616 (C) with Carter Burgess, 04-616 (D) with Gannett Fleming and 04-616 (E) with The Corradino Group.

RENEWAL OPTION TO AGREEMENTS NO. 04-616 (A) WITH PB AMERICAS, INC., 04-616 (B)  
WITH KIMLEY-HORN AND ASSOCIATES, 04-616 (C) WITH CARTER BURGESS, 04-616 (D)  
WITH GANNETT FLEMING AND 04-616 (E) WITH THE CORRADINO GROUP FOR  
TRANSPORTATION PLANNING CONSULTING SERVICES

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Recommended by: Dan Mazza 8/15/07 Approved by: [Signature] 8/15/07  
Department Director Date Procurement Director Date

Authorized by: [Signature] 8/15/07 Approved as to Form by: [Signature] 8/15/07  
Executive Director Date Staff Counsel Date

Board Action:

Approved: \_\_\_\_ Yes \_\_\_\_ No

Vote: \_\_\_\_ Unanimous

Amended Motion:

Commissioner Bruno Barreir	____ Yes ____ No	Commissioner Jeff Koons	____ Yes ____ No
James A .Cummings	____ Yes ____ No	John Martinez	____ Yes ____ No
Commissioner Josephus Eggelletion	____ Yes ____ No	George A. Morgan, Jr.	____ Yes ____ No
Marie Horenburger	____ Yes ____ No	Bill T. Smith	____ Yes ____ No
Neisen Kasdin	____ Yes ____ No		

# SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

## CONSTRUCTION OVERSIGHT COMMITTEE

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The Construction Oversight Committee did not meet during the month of July 2007. Following is a list of agenda items for the next committee meeting to be held at 9:00 AM on Tuesday, August 28, 2007 at the offices of James A. Cummings, Inc., 3575 NW 53<sup>rd</sup> Street, Ft. Lauderdale, Florida 33309:

- Minutes of the June 19, 2007 Construction Oversight Committee Meeting.
- FDOT Supplemental Joint Participation Agreement No. 24 to increase FDOT participation by \$275,886.00 to assist the SFRTA to provide additional funding, as may be needed, for extra work and for settlement of the New River Bridge Project.
- Change Order No. 46 to Agreement No. 01-839 between SFRTA/TRI-RAIL and Washington Group International for an additive lump sum amount of \$2,888,036.00 to compensate WGI for the USCG Permit/Bascule Repair Impact Claim.

The Minutes of the June 19, 2007 Construction Oversight Committee Meeting will be included in the August 24, 2007 Board of Directors Meeting.

**MINUTES**  
**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY**  
**CONSTRUCTION OVERSIGHT COMMITTEE MEETING**  
**JUNE 19, 2007**

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A meeting of the South Florida Regional Transportation Authority (SFRTA/Tri-Rail) Construction Oversight Committee was held at 1:30 p.m. on Tuesday, June 19, 2007 at the offices of James A. Cummings, Inc., 3575 NW 53<sup>rd</sup> Street, Ft. Lauderdale, Florida 33309.

**COMMITTEE MEMBERS PRESENT:**

Jim Cummings, Board Member, SFRTA

**ALSO PRESENT:**

Patricia Watkins, Construction Manager, PMC

Dan Mazza, Director of Engineering and Construction, SFRTA

Chris Bross, Director of Procurement, SFRTA

**COMMITTEE MEMBERS ABSENT:**

John Martinez, Board Member, SFRTA

**CALL TO ORDER**

Mr. Bross called the meeting to order at 1:30 p.m. and stated that this was a Public Meeting of the Construction Oversight Committee.

Mr. Bross also stated that the item presented at today's meeting has all the necessary legal approvals.

**ITEM PRESENTED FOR APPROVAL**

Amendment Number 18 to Agreement 99-825 between SFRTA and DMJM+HARRIS for Project Management Consultant Services. This amendment extends the period of performance for Project Management and Construction Management Services for both the Segment 5 Project and the New River Bridge Project from June 30, 2007 until August 30, 2007 with no increase in the current Not-To-Exceed amount.

Hearing no discussion, item was approved.

**ADJOURNMENT**

There being no further business to discuss, the meeting was adjourned at 1:35 p.m.

# **DRAFT**

## **MINUTES** **SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY** **PLANNING TECHNICAL ADVISORY COMMITTEE (PTAC) MEETING** **JULY 18, 2007**

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The Planning Technical Advisory Committee (PTAC) meeting was held at 10:00 a.m. on Wednesday, July 18, 2007 in the Board Room of the South Florida Regional Transportation Authority (SFRTA), Administrative Offices located at 800 NW 33<sup>rd</sup> Street, Suite 100, Pompano Beach, Florida 33064.

### **COMMITTEE MEMBERS PRESENT:**

Mr. Randy Whitfield, Palm Beach Metropolitan Planning Organization (MPO), PTAC Chair  
Ms. Maria Batista, Miami-Dade Transit (MDT)  
Mr. William Cross, SFRTA  
Mr. Wilson Fernandez, Miami-Dade MPO  
Mr. Joseph Quinty, SFRTA  
Mr. Jonathan Roberson, Broward County Transit  
Mr. Phil Steinmiller, Florida Department of Transportation (FDOT) District 6  
Mr. Fred Stubbs, Palm Tran  
Mr. Jeff Weidner, FDOT District 4

### **ALSO PRESENT:**

Ms. Ruby Adams, MDT  
Mr. James Cromar, Broward County Planning Services Division  
Ms. Cassandra Ecker, Carter & Burgess  
Mr. Dan Glickman, Citizen  
Mr. Eric Goodman, SFRTA  
Mr. T. R. Hickey, Gannett Fleming  
Ms. Sabrina Kirpatrick, South Florida Commuter Services (SFCS)  
Ms. Beatriz Kudaka, SFRTA  
Ms. Marisa Lang, Broward County  
Ms. Elaine Magnum, SFRTA  
Mr. Daniel Mazza, SFRTA  
Mr. Michael Moore, Gannett Fleming  
Ms. Ellen Ostrowski, SFCS  
Ms. Lisa Peterson, FDOT  
Mr. Vivck Reddy, HNTB  
Mr. Peter Rubio, MDT  
Ms. Lynda Westin, SFRTA  
Mr. Ravi Wijesundera, Kimley-Horn

### **CALL TO ORDER**

The Chair called the meeting to order at 10:23 a.m.

## **ROLL CALL**

The Chair requested a roll call by the Minutes Clerk.

## **PLEDGE OF ALLEGIANCE**

## **AGENDA APPROVAL** – Additions, Deletions, Revisions

Mr. Jeff Weidner moved for approval of the Agenda. The motion was seconded by Mr. Jonathan Roberson. The Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Chair called the motion to a vote and it was approved unanimously.

## **DISCUSSION ITEMS** -- None

**MATTERS BY THE PUBLIC** – Persons wishing to address the Committee are requested to complete an “Appearance Card” and will be limited to three (3) minutes. Please see the Minutes Clerk prior to the meeting.

None.

<b>CONSENT AGENDA</b>
Those matters included under the Consent Agenda are self-explanatory and are not expected to require review or discussion. Items will be enacted by one motion in the form listed below. If discussion is desired by any Committee Member, however, that item may be removed from the Consent Agenda and considered separately.

## **C1 – MOTION TO APPROVE:** Minutes of PTAC Meeting of June 20, 2007

A motion was made by Mr. Fred Stubbs to approve the meeting minutes. The motion was seconded by Mr. Weidner. The motion was called to a vote and carried unanimously.

<b>REGULAR AGENDA</b>
Those matters included under the Regular Agenda differ from the Consent Agenda in that items will be voted on individually. In addition, presentations will be made on each motion, if so desired.

## **R1 – MOTION TO ELECT:** PTAC Chair and Vice Chair for Fiscal Year 2007-08

Chairman Randy Whitfield noted that since this was the first meeting of the new fiscal year, it was time for the election of officers. Mr. Whitfield asked for nominations for chairman. Mr. Weidner nominated Mr. Whitfield, and it was seconded by Mr. Phil Steinmiller. No other nominations were made. Mr. Whitfield was unanimously elected to continue as Chairman. Chairman Whitfield then asked for nominations for Vice-Chair. Mr. Weidner nominated Mr. Joseph Quinty as Vice-Chair, and it was seconded by Mr. Stubbs. No other nominations were made. Mr. Quinty was then elected unanimously to continue serving as Vice-Chair.

## **R2 – MOTION TO ENDORSE:** SFRTA TDP Minor Update



Mr. Michael Moore of Gannett Fleming presented, noting that the agenda item had two parts- the core TDP document containing the FDOT required information, and the numerous technical tasks serving as supplemental analyses. Mr. Moore spoke on the core document, stating that the text followed the same outline used in last year's TDP Minor Update. Listing the past fiscal year's accomplishments is one requirement, and Mr. Moore explained that SFRTA's most noteworthy were the full completion of double tracking and the New River Bridge, the addition of a 50 train weekday schedule in June, and a strong increase in ridership and on-time performance for most of the year. He also mentioned that last year's goals and objectives were updated to reflect other accomplishments and changes, with new goals also added regarding transit oriented development (TOD) and transportation demand management (TDM). Mr. Moore also stated that some changes have been made to the five year project list, and a new fiscal plan has been inserted into the document, reflecting the new budget recently adopted by the SFRTA Governing Board.

Mr. Weidner asked about the large rollover amount in the fiscal plan, saying that it was a large percentage of the work program. He wondered if the "carryover" wording was misleading. Mr. William Cross agreed that carryover may not be the best term for those funds, and said that he would work with to find better wording. Mr. Weidner also commented that the fiscal plan item for feeder bus funds continuing for all five years is incorrect, as it will be \$2 million per year only through FY 2009/10. Mr. Quinty apologized for the error, noting that such a change also had to be made to last year's draft version. Mr. Roberson commented that it was likely an inflationary factor was used for the feeder bus instead, and also wondered if the three counties' contributions may change in the years ahead.

Mr. Stubbs made a motion to approve, subject to clarification of the two fiscal issues raised. It was seconded by Ms. Maria Batista. The motion carried unanimously.

The item continued, with Mr. Tom Hickey of Gannet Fleming presenting the onboard survey results, which is one of the TDP's key supplemental technical analyses. He stated that the results show a concentration of origins and destinations in the eastern portions of the region, but was surprised at the number and distribution of origins & destinations to the west. Mr. Weidner suggested that one color be used for all of the origins and destinations, rather than separate colors for the three counties. Mr. Steinmiller also suggested that the same number range/scale for origins and destinations be used throughout the region, rather than the varying numbers and color shades for the three counties. Mr. Roberson asked about the districts used for the origin & destination information, with Mr. Hickey responding that they are the enlarged traffic analysis zones used in the SERPM 6 model.

Mr. Hickey presented other survey findings, which show that Tri-Rail riders are primarily 5 day a week users, with a high amount of station access via car. He pointed out a surprisingly high number of riders reported using their car to get from the station to their final destination, which is unique among commuter rail systems. The results also show a growing number of choice riders using the system, as multiple questions pointed to more passengers with a driver's license, access to a vehicle, and higher household incomes. Mr. Hickey noted that these are positive indicators, but also cautioned that ridership levels can be more volatile when riders have other alternatives. Mr. Hickey and Mr. Moore both offered to make the full draft survey results document available to anyone who is interested.

<b>INFORMATION / PRESENTATION ITEMS</b>
Action not required, provided for information purposes only.

**11. - INFORMATION:** 2008 South Florida Transit Summit

No one was in attendance to present this item, so Chairman Whitfield recommended that it be deferred until the next PTAC meeting. There was consensus among PTAC members to do so and the agenda moved on to the next item.

**12. - INFORMATION:** Customer Information Network (CIN)

Mr. Quinty introduced the item by reminding the committee that the status of the CIN was raised a few months back by meeting attendees. Mr. Quinty thanked Ms. Adams for attending and being available to share her direct knowledge of the project.

Ms. Ruby Adams, Assistant Director of Customer Services for MDT, introduced herself and Mr. Peter Rubio, of MDT's Technology Information office. She began by providing background for the Consumer Information Network (CIN), noting that the project stemmed from the RTO and became part of the Sun Guide system funded by FDOT District 6. MDT, BCT, PalmTran, and SFRTA/Tri-Rail are its four participating transit agencies. Ms. Adams noted that it became a good seamless regional trip planning system, as someone could call 511 and be directed to the appropriate agency and also provide trip planning by combining modes for trips crossing county lines. These capabilities are also available online. She stated that the service is contracted out with FDOT supplying funding, but the contract is set to expire in November 2008 and all parties are at a crossroads on how to proceed.

Ms. Adams indicated that FDOT will not fund the project after the current contract expires, PalmTran has indicated it will not participate beyond November 2008, and BCT is worried about covering the funding difference once PalmTran withdraws. She said that for the existing five year deal agreement totaling \$2.8 million, MDT funds 40%, BCT 30%, SFRTA/Tri-Rail 20%, and PalmTran 10%. Three options on how to proceed were mentioned by Ms. Adams. Option one is to issue a maintenance and support RFP to keep the existing infrastructure operating. Option two is to try and keep the program going using in-house capabilities. And option three is a new possibility, utilizing Google Transit Trip Planning. Ms. Adams noted that a key to making the Google Transit option work is good information to input into the system. She also mentioned that a demonstration by Google is being developed for the region.

Mr. Weidner asked if the \$2.8 million figure was for a five year period or annually. Ms. Adams clarified that it is for five years. Mr. Weidner then commented that he thought higher dollar amounts were involved. Mr. Stubbs commended Ms. Adams for her work on the project and confirmed that PalmTran would participate until the contract expires. He added that PalmTran has also been exploring the use of Google Transit and has been pleased with what it has seen thus far. Ms. Adams commented that she is not aware of the exact costs associated with Google Transit as of yet, and is hoping that the demonstration will address this. Ms. Batista asked if Google would get all the funds it needs from ad revenue. Mr. Rubio stated that the likely costs through Google would be minimal, but that all of the transit properties would have to feed detailed information to make it work. Mr. Eric Goodman of SFRTA asked if 511 phone service would remain if the Google option was pursued. Mr. Rubio responded that if Google was chosen then each transit agency would handle its own calls, resulting in a setback to the regional system via phone. Mr. Dan Glickman commented that from what he heard at a recent SFRTA Marketing Committee meeting, he didn't think the CIN's potential demise was a cost issue, but rather a quality issue. Ms. Adams replied that the CIN was the first regional system of this nature and that some kinks and issues were identified, but the costs can affect quality. She pointed out that the technologies in this area are changing rapidly, but additional funding could also enhance the

service. Mr. Stubbs commented that the CIN seemed like a Cadillac at its beginning, but now it appears that new and better technology is available. Mr. Quinty noted that SFRTA recently gained in-house GIS capabilities for the first time, and may be willing to serve a clearing house or coordinator of data if the Google option moves forward. Ms. Adams thanked the committee and offered to return in the future to provide further updates.

### **I3. - INFORMATION:** Kendall Corridor Alternatives Analysis (Kendall-Link Study)

Mr. Wilson Fernandez of the Miami-Dade MPO began his presentation by stating the study is seeking to develop a preferred rapid transit strategy for the area. He also emphasized the study's extensive public involvement efforts, although citizen concerns raised by those living near the CSX corridor have dominated the discussion. Mr. Fernandez stated that the four major corridors evaluated as part of the study's Tier II included Kendall Drive, the H.E.F.T., the CSX rail corridor, and 137<sup>th</sup> Avenue. He also mentioned that the inclusion of 137<sup>th</sup>, was the result of public input.

Mr. Fernandez documented the opportunities and challenges for the alternatives within the four corridors. The Kendall Drive BRT and Metrorail alternatives serve a strong east-west travel market and connect to downtown Kendall and Baptist Hospital. The HEFT Metrorail option serves as a continuation of the planned East-West Metrorail Extension near the Dolphin Expressway to Florida International University (FIU). It shows good ridership, but not as strong as the Kendall Drive Metrorail option. DMU service to the future Miami Intermodal Center (MIC) on the CSX right of way is an underutilized corridor, but showed only a moderate market, includes numerous at-grade road crossings, and sparked strong community concerns. And the 137<sup>th</sup> Corridor performed better than expected, although it is also tied to the East-West Metrorail Extension to FIU. The analysis of these alternatives included FTA cost effectiveness ratings, with the BRT options scoring well, the DMU option doing okay, and the Metrorail scoring poorly.

Mr. Fernandez stressed that findings showed 70% of trips in the study area were oriented east-west or stayed within Kendall. As a result, the study team sought to combine alternatives for a preferred strategy to address existing and future travel needs. Mr. Fernandez shared the proposed preferred strategy, which contains some new components. It is:

-Bus Rapid Transit (BRT) along Kendall Drive- A single reversible dedicated bus lane between SW 157 Ave and SW 97 Ave, and a two lane dedicated transit way from SW 97<sup>th</sup> Ave east to Dadeland North.

-Diesel Light Rail Transit (DLRT) along the CSX Corridor- Passenger rail service operating along the existing freight corridor from the Metrozoo area to Kendall Drive, then east along Kendall Drive within a two-lane dedicated transitway to the Dadeland North Metrorail station.

-BRT along 137 Ave- Upgrade existing local bus service from SW 152 St to SR 836 with rapid bus type improvements such as signal priority, limited stops, real-time arrival information, and queue jumpers. Longer term improvements may consist of dedicated bus lanes from SW 88 St to the terminus of the Metrorail East-West Corridor line.

-Metrorail Extension from Florida International University area to Kendall Drive- parallel to the HEFT. This is a long term project contingent on the Metrorail East-West Corridor line being constructed to FIU.

Mr. Fernandez stated that the DLRT vehicles would not be FRA compliant and would therefore require a separate track or time separation from freight trains. The new DLRT option would not serve the airport,

eliminates over 30 grade crossings, and avoids northern areas where community concerns were among the greatest. He also noted that DLRT vehicles sharing the Kendall Drive transit way maximizes its investment. Mr. Fernandez closed by sharing the study's next steps, which are to refine the FTA cost effectiveness ratings, develop a phasing plan, and bring to the MPO Board in October.

Mr. Steinmiller asked if the Kendall Drive transit way was at grade. Mr. Fernandez replied that yes, the transit way would be at grade. Mr. Stubbs asked if the BRT would be all day or just peak periods. Mr. Fernandez responded that the BRT would operate on dedicated lanes that would be reversible. Mr. Steinmiller asked if an operation analysis had been performed for how car traffic would be affected. Mr. Fernandez answered that such an analysis was done for an option for two lanes on the entire length of Kendall Drive, but now it is being refined to address the new single lane configuration to the west. Mr. Glickman asked if the FTA analysis performed was done earlier in the process than is the usual. Mr. Fernandez replied that such an analysis is typically done in later phases of such projects, but it is the intent to add a dose of reality on how the alternatives would actually fare in the competitive FTA New Starts process.

#### **14. - INFORMATION:    SFRTA Strategic Regional Transit Plan**

Mr. Quinty began this item by reminding the committee that technical study documents were distributed via e-mail shortly after the June PTAC meeting, and limited feedback had been received. He noted that the study's next steps will be creating and testing a combination of corridors to form a network, and then applying the network to various land use scenarios. He then stated that this would be the last chance for any additional corridors to be added to the analysis, as well as for recommendations to be made on the working papers completed to date.

Ms. Cassandra Ecker, Project Manager with consultant Carter Burgess, followed up on Mr. Quinty's comments. Ms. Ecker pointed out some changes that had been made (some per PTAC input at the June meeting) to Working Paper #4. These included the inclusion of a Sample Road rapid bus alternative, the inclusion of the new Kendall Drive BRT and DLRT combination recently proposed as part of the Miami-Dade MPO Study, and the inclusion of an additional FEC alternative between West Palm Beach and the Pompano Beach or Fort Lauderdale area

Chairman Whitfield commented that the Central Palm Beach Corridor Study was just completed, and it recommended a Southern Boulevard route in addition to Okeechobee Boulevard. He wondered if this study should do the same. Ms. Ecker replied that the Okeechobee alternative is faring very well in this study's analysis, and for this sort of macro level effort the Southern peak hour only route may not apply. Mr. Weidner asked if the 95 Express HOV bus routes should be included, and Ms. Ecker replied that they are in the baseline alternative. He also asked about the low number of I-75 station stops, and Ms. Ecker mentioned that it was the intention to keep those limited for better travel times. Ms. Batista asked if the busway max routes should be added, and Ms. Ecker responded that they are also included in the baseline. Mr. Weidner also asked if there was a financial component to the study. Ms. Ecker answered that determining the financial capacity of the region was one of the study's early tasks. Mr. Cross added that it is valuable to see the total needs for all of the region's entities, and to try and determine what funding mechanisms need to be applied. Ms. Ecker also noted that the operating costs and annualized capital costs are included in the individual corridor comparisons.

<b>MONTHLY REPORTS</b>
Action not required, provided for information purposes only.

**OTHER BUSINESS**

None

**SFRTA EXECUTIVE DIRECTOR REPORTS/COMMENTS**

There were no Executive Director Reports/Comments at this meeting.

**PTAC MEMBER COMMENTS**

**ADJOURNMENT**

The meeting was adjourned at 12:15 pm.

MINUTES  
SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY  
OPERATIONS TECHNICAL COMMITTEE MEETING  
JULY 26, 2007

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The regular Meeting of the South Florida Operations Technical Committee meeting was held on Thursday, July 26, 2007, at 10:00 A.M., at the Stephen P. Clark Building, 10<sup>th</sup> floor, 111 NW First Street, Miami, FL 33128, C.I.T.T. conference room.

COMMITTEE MEMBERS PRESENT:

Gerry Gawaldo, Palm Tran  
Brad Barkman, SFRTA  
Jeff Weidner, FDOT IV  
Steve Alperstein, MDT  
Jim Udvardy, SFCS  
Sabrina Kirkpatrick, SFCS/City of Boca  
Annette Coates, PBSB  
Stacy Kilroy Lotspeich, Downtown Hollywood  
Jeff Scott, BCT  
Dennis Hamby, Amtrak

COMMITTEE MEMBERS /ALTERNATES ABSENT:

Jay McArthur, Amtrak  
Israel Hernandez, BCT  
Rich Passero, SFEC  
Peter Wolz, BCT  
Pete Witschen, SFEC  
David Cherry, City of Coconut Creek  
Scott Aronson, Delray Beach  
Larry Skipper, CSX  
Wayne Blalock, FEC  
Les Hollingsworth, Sun Trolley  
Sue Olley, West Palm Beach  
Sharon Lanciano, Lake Worth

ALSO PRESENT:

Bill Cross, SFRTA  
Lincoln Glasford, MDT  
Larry Merritt, FDOT  
Dan Glickman, Public  
Margaret Ferrara, SFRTA

CALL TO ORDER

The Chair, Gerry Gawaldo, Operations Technical Committee, called the meeting to order at 10:00 A.M.

MATTERS BY THE PUBLIC - Persons wishing to address the Committee are requested to complete an "Appearance Card" and will be limited to three (3) minutes. Please see the Minutes Clerk prior to the meeting. Mr. Glickman participated, but did not wish to fill out a card.

## CONSENT AGENDA

C1 – MOTION TO APPROVE – Minutes of Operations Technical Committee May 24, 2007 were approved. Gerry Gawaldo made a motion to approve the minutes and the motion was seconded by Brad Barkman. **The Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Chair declared the motion carried unanimously.**

C2 – MOTION TO APPROVE – Brad Barkman made a recommendation to nominate Steve Alperstein as Chair; seconded by Gerry Gawaldo. **The Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Chair declared the motion carried unanimously.**

## REGULAR AGENDA

Those matters included under the Regular Agenda differ from the Consent Agenda in that items will be voted on individually. In addition, presentations will be made on each motion, if desired.

## INFORMATION/PRESENTATION ITEMS

Action not required, provided for information purposes only. The committee/Chair proposed Item Nos. 3 & 10 combined and Item 6 tabled. Introductions conducted by committee members and guests.

## INFORMATION DISCUSSION ITEMS

1. Train/Bus connections with new schedule – Brad Barkman
  - Connections with feeder routes were added as per 50 trains schedule
  - Miami Airport needed an earlier train in the a.m. and the p.m.
  - A feeder route analysis of select stations was distributed to the team
  - Jeff Weidner called for more information due to waiting time indicated on the report for buses. Ridership impacted by the waiting time will be provided at the next meeting. It was noted that there have been very few complaints in regards to the wait for shuttle service.
  - SFRTA is considering requiring the shuttle service provider to add a dedicated full time bus dispatcher aid in coordination.
  - Mr. Weidner stated that the goal was to have a wait of ten minutes or less and that the report indicated that a majority of “meets” was greater than that standard.
  - SFRTA Operations will clarify the figures and ridership
  - Palm Tran buses are not on this report -FDOT would like Palm Tran figures
  - FDOT would like an accounting of the DOT monies distributed to fill in the gaps in the shuttle schedules.
  - Brad Barkman brought a large poster prepared by Palm Tran identifying the connections between bus service provided by Palm Tran and the current train schedule and offered it as a good example of the clearly prepared information which each station should have. links with train schedule and the bus meets
2. Corridor Dispatch / Dispatch Product Update
  - Mr. Barkman stated that SFRTA is still answering product questions from bidders concerning the contract for dispatching responsibilities and that
  - Amtrak dispatching over the bridge has been working well
  - No date for dispatch of entire corridor
  - After January, 2008 Amtrak dispatching will move to the SFRTA Pompano Facility

- RTA executive offices installing a new generator next week in case of power outages / hurricanes
3. Possible study for Stations and #10. Standardized signage at stations
- Jeff Weidner receives questions regarding RTA rule for parking at stations. He suggests that it would be appropriate that District 1's consultant be given the task to determine to standardized the signage
  - The Delray Station – is County owned ~~station~~, and will not exclude any persons from parking
  - At the last SFRTA Board meeting Jeff Koons made it clear that the parking lots are for everyone's use.
  - Bill Cross, SFRTA, discussed the Boca Raton parking lot and using it as a park 'n ride, and his response email to Sabrina Kirkpatrick. Email was not meant to provide a universal answer. The response was that FDOT has a park n ride close to the Boca Station that is underutilized.
  - There is a parking issue at Boca – possible consideration to build decks
  - Need to develop a policy e.g. at Hollywood / Sheridan and sign the exceptions
  - Gerry Gawaldo stated he does not see any overcrowding at Boca – he is a daily commuter, the lot only partially full. There are many available parking spots.
  - SFRTA has documented studies that does not encourage parking from the neighborhood retail
  - Palm Tran noted that there is a large bus parked at the end of the lot – over the road coach (private sector) someone will look into this coach.
  - Sabrina Kirkpatrick states that signage appeared at the station that was not previously posted. There is a group that would like to park, without being towed.
  - Van Pool commuters leave their cars; take the train so that they can access the car if they leave work early and take the train. Boca has amenities that promote multi-modal transportation. Sabrina noted that Boca is considered an intermodal pub for all – part of the ordinance states that they must participate in the van pool program. City of Boca participated to encourage all modes of transportation
  - City Manager requested Sabrina count the cars for a week; results showed north end 5 cars on average. City would like an agreement that passengers and van pool cars may park, but that retail will not be allowed to park.
  - Compromise sign area directly in front the station
  - Brad believes that the current signs could be part of the Segment 5 project
  - Strike a compromise that spaces in front of the lot have certain signage and other areas are signed with alternative parking vehicles.
  - RTA and City would like something worked out for van pool commuters
  - Bill Cross stated that it should not be encouraged - expensive improvements are going to be made at the site within the next 5 to 10 to 20 years.
  - SFRTA is cautious in signing the lot; however, no one wants to be towed for parking, with exceptions as noted.
  - City is concerned about the towing signs and the perception that van pool commuters could be towed.
  - If another station is at 100% capacity and cars will be towed, this must be made clear to all persons.
  - Recommendation that Sabrina Kirkpatrick provide a utilization factor – percentage for the Boca station – since she conducted a one week survey.
  - Jeff Weidner suggested DOT and RTA work together on this issue and each lot must be evaluated. Bill Cross stated that there is a 20 year plan with five year increments for station improvements. In the future, structured parking decks are in the plan.
  - Dan Glickman – interested in speaking to the committee at this point.



- Dan's suggestion is that it is important to set policy; a policy with signed exceptions is encourage people and let them know what they can and cannot do at the station, rather than discourage commuters.
  - Committee recommends parking issue be brought to the RTA Board of Directors for direction and policy.
9. SFRTA Towing Policy
- At this time, there is no formal standard policy
  - Vehicle will be towed if vehicle is abandoned or no registration, no plates
  - A formal policy is in the process using a private contractor to "boot" cars
  - RTA staff attorney is researching towing, including jurisdiction in different municipalities
  - Vehicle will be towed if vehicle is blocking an entrance
  - Amtrak and Greyhound presently use "booting" services
  - Some riders do leave cars over night, e.g., airline pilots, and will not be towed
  - Many riders call in to the Safety/Security office and advise that they are leaving their car at a station, no formal policy regarding registration
4. Van Pool Transition Plan
- Bill Cross noted a study was completed two years ago with many agencies involved
  - The Van Pool program has been very successful - RTA has been designated to lead the Van Pool Program. Van Pool will be housed in the Operations Department. It is projected that RTA will hire some to manage this program
  - FDOT would be the backup if RTA was not available
  - On going discussions on shared subsidy
  - Watershed meeting on August 9, 2007 on how to move forward
  - Contracts expire on June 30, 2008
  - Multi-party agreements and mobilization – be in place at least 3 months in advance for mobilization
  - HOV lanes being utilized for 150 vans moving 1028 people, 800+ persons off the highway at peak time
  - There are five years of documented van pool success
  - South Florida Commuter Services have been contracted to market the program
5. Lake Worth Station
- Contractor is behind schedule
  - Any changes must be made now
  - Issues with the contractors and the I-95 columns
  - It is impossible for 40 foot Palm Tran buses traveling westbound to access the Station.
  - Contractor is contacting Palm Tran to put the turnout on the street
  - Far side reconfiguration of the signal
  - Other changes in the parking design there are many change orders
  - Bus Bay will be on Lake Worth Avenue
  - Buses will not clear the new columns for the ramp
  - Created a Kiss n Ride, taxis and short shuttle buses for future
  - There was a review of preliminary drawings; they have changed considerably
6. Miami/Tri-Rail station relocation - Tabled
7. Cypress Creek Station
- RTA is operating buses on Westside

- Passengers are pleased with this access
  - No transfer passengers from other routes
  - No impacts to our commuters
  - Supervisors are monitoring the route for smooth connectivity
  - RTA is waiting for the access road to be built
8. HOV Toll Roads on I-95
- Broward County MPO is supporting the plan.
  - Broward County is extending service to downtown Cross Broward and interface with Tri-Rail
  - Federal Program anticipating that application will be selected
  - Northbound will start in February 2008
  - Dan Glickman noted that there is a safety issue with the middle two lanes available to trucks and buses at Hollywood and Hallandale. He stated that the South Florida Regional Planning Organization does not support the I-95 Plan because of safety concerns.
  - FDOT will investigate this further and respond to Dan Glickman
11. EOC Contact List – previously updated and emailed to all committee members.
12. Other business

UPDATES: PALM TRAN, PBCS, BCT, MIAMI-DADE, TMA, SFEC, SFCS, Trolleys and Community service:

1. MDT cut in services - final is continuing the evaluation of inefficient services with the result that the Fall lineup will see an overall decrease in service. October 21, 2007 is the lineup implementation date.
2. Palm Tran fare increase on October 1, 2007 – service cuts on weekends – Route 40 affects Tri-Rail
3. Office of Transportation – service cuts – new line up by October 2007

MDTA set up a tour of the operations center for anyone interested.

#### COMMENTS/NEW BUSINESS

#### OPERATIONS TECHNICAL COMMITTEE MEMBER COMMENTS

Next Meeting Date: Thursday, September 27, 2007 @ 10:00 RTA.

ADJOURNMENT - the committee adjourned at 11:45 a.m.

**MINUTES**  
**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY**  
**CONSTRUCTION OVERSIGHT COMMITTEE MEETING**  
**JUNE 19, 2007**

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A meeting of the South Florida Regional Transportation Authority (SFRTA/Tri-Rail) Construction Oversight Committee was held at 1:30 p.m. on Tuesday, June 19, 2007 at the offices of James A. Cummings, Inc., 3575 NW 53<sup>rd</sup> Street, Ft. Lauderdale, Florida 33309.

**COMMITTEE MEMBERS PRESENT:**

Jim Cummings, Board Member, SFRTA

**ALSO PRESENT:**

Patricia Watkins, Construction Manager, PMC

Dan Mazza, Director of Engineering and Construction, SFRTA

Chris Bross, Director of Procurement, SFRTA

**COMMITTEE MEMBERS ABSENT:**

John Martinez, Board Member, SFRTA

**CALL TO ORDER**

Mr. Bross called the meeting to order at 1:30 p.m. and stated that this was a Public Meeting of the Construction Oversight Committee.

Mr. Bross also stated that the item presented at today's meeting has all the necessary legal approvals.

**ITEM PRESENTED FOR APPROVAL**

Amendment Number 18 to Agreement 99-825 between SFRTA and DMJM+HARRIS for Project Management Consultant Services. This amendment extends the period of performance for Project Management and Construction Management Services for both the Segment 5 Project and the New River Bridge Project from June 30, 2007 until August 30, 2007 with no increase in the current Not-To-Exceed amount.

Hearing no discussion, item was approved.

**ADJOURNMENT**

There being no further business to discuss, the meeting was adjourned at 1:35 p.m.

# **DRAFT**

## **MINUTES** **SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY** **PLANNING TECHNICAL ADVISORY COMMITTEE (PTAC) MEETING** **JUNE 20, 2007**

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The Planning Technical Advisory Committee (PTAC) meeting was held at 10:00 a.m. on Wednesday, June 20, 2007 in the Board Room of the South Florida Regional Transportation Authority (SFRTA), Administrative Offices located at 800 NW 33<sup>rd</sup> Street, Suite 100, Pompano Beach, Florida 33064.

### **COMMITTEE MEMBERS PRESENT:**

Mr. Randy Whitfield, Palm Beach Metropolitan Planning Organization (MPO), PTAC Chair  
Mr. Larry Allen, South Florida Regional Planning Council (SFRPC)  
Mr. William Cross, SFRTA  
Ms. Lynn Everett-Lee, Broward County Transit (BCT)  
Mr. John Garcia, Miami-Dade Transit (MDT)  
Mr. Joseph Quinty, SFRTA, PTAC Vice-Chair  
Mr. Fred Stubbs, Palm Tran  
Mr. Jeff Weidner, Florida Department of Transportation (FDOT)

### **ALSO PRESENT:**

Mr. Peter Bromley, Gannett Fleming  
Ms. Cassandra Ecker, Carter & Burgess  
Ms. Beatriz Kudaka, SFRTA  
Mr. Dan Glickman, Citizen  
Mr. Eric Goodman, SFRTA  
Mr. T. R. Hickey, Gannett Fleming  
Ms. Sabrina Kirpatrick, South Florida Commuter Services (SFCS)  
Mr. John Lafferty, PB Americas Inc.  
Ms. Elaine Magnum, SFRTA  
Mr. Daniel Mazza, SFRTA  
Mr. Michael Moore, Gannett Fleming  
Ms. Denise Papajorgji, SFRPC  
Ms. Lisa Peterson, FDOT  
Mr. Jonathan Roberson, BCT  
Mr. Jim Udvardy, SFCS  
Ms. Lynda Westin, SFRTA

### **CALL TO ORDER**

The Chair called the meeting to order at 10:15 a.m.

### **ROLL CALL**

The Chair requested a roll call by the Minutes Clerk.

## **PLEDGE OF ALLEGIANCE**

## **AGENDA APPROVAL** – Additions, Deletions, Revisions

Mr. Fred Stubbs moved for approval of the Agenda. The motion was seconded by Mr. William Cross.

The Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Chair called the motion to a vote and it was approved unanimously.

## **DISCUSSION ITEMS**

**MATTERS BY THE PUBLIC** – Persons wishing to address the Committee are requested to complete an “Appearance Card” and will be limited to three (3) minutes. Please see the Minutes Clerk prior to the meeting.

None.

<b>CONSENT AGENDA</b>
Those matters included under the Consent Agenda are self-explanatory and are not expected to require review or discussion. Items will be enacted by one motion in the form listed below. If discussion is desired by any Committee Member, however, that item may be removed from the Consent Agenda and considered separately.

**C1 – MOTION TO APPROVE:** Minutes of Planning Technical Advisory Committee Meeting of May 18, 2007

A motion was made by Ms. Lynn Everett-Lee to approve the meeting minutes. The motion was seconded by Mr. Fred Stubbs. The motion was called to a vote and carried unanimously.

<b>REGULAR AGENDA</b>
Those matters included under the Regular Agenda differ from the Consent Agenda in that items will be voted on individually. In addition, presentations will be made on each motion, if so desired.

**R1 – MOTION TO ENDORSE:** Central Palm Beach Transportation Corridor Study

Chairman Whitfield reminded the committee that the study is co-funded by the Palm Beach MPO and SFRTA. Mr. Quinty stated it's been a pleasure working with the MPO on this and hoped that such an arrangement might be used in future studies. He also commented that the study had sound technical work and produced some interesting results, but the timing was unfortunate due to the uncertain funding and budget environment statewide. Mr. Quinty then turned the discussion over to Mr. John Lafferty of PB Americas Inc.

Mr. Lafferty began by mentioning that various transit concepts have previously been proposed on the east-west corridors and identified in the Palm Beach MPO LRTP. These concepts are appealing because there is congestion and limited capacity on the east-west arterials, limited connectivity, a gap between the residential areas to the west and employment centers to the east, and no existing direct transit link from

the west to downtown West Palm Beach. Mr. Lafferty explained that the study sought to develop a transit service implementation plan on one of the four major east-west arterials (Okeechobee Boulevard, Belvedere Road, Southern Boulevard, and Forest Hill Boulevard) to provide a direct transit connection from the Mall at Wellington Green to Downtown West Palm Beach via the West Palm Beach Tri-Rail station. The evaluation of demographic data, ridership estimates, cost estimates, and stakeholder input resulted in the selection of a preferred alternative. The alternatives assume the South Florida Fairgrounds as a park and ride location.

Mr. Lafferty said that the concept is to serve a commuter market by providing a high quality, comfortable, and faster service. He also stated it that would be a distinguishable vehicle and offer more frequent service, as well as features such as restriping and queue jump lanes. Three levels of service improvements were proposed. Mr. Lafferty stated that Tier I would be a basic express bus with some improved rider amenities. Tiers II and III have increased headways and span of service, also with more features that provide priority to the transit vehicle, with Tier III having an exclusive busway. He explained that operations costs are higher for Tiers II and III, with a significantly higher capital cost for Tier III.

Key aspects of the analysis were highlighted by Mr. Lafferty. One such aspect is that there were only slight differences between the capital and operating costs of the four alignment alternatives. Another key finding is that the Forest Hill Blvd alternative was projected to have the largest ridership, but this is largely due to the travel model overreacting to the alternative's significant improvement over the limited existing transit service on that corridor. Mr. Lafferty also noted that the model identified a great deal of shorter length trips for all of the alternatives. In addition, the Australian/Congress corridor was found to attract numerous trips, which also helps to explain the high Forest Hill Blvd ridership, since that alternative utilizes Australian/Congress the most. In general, for all alternatives the estimates found that stations from Haverhill west were primarily origin, or boarding, stations, while stations east of Haverhill either were balanced or were primarily destination stations. The station at downtown West Palm Beach and the West Palm Beach Tri-Rail stations had the greatest number of trips destined to them.

Mr. Lafferty then presented the formal study recommendations. The proposed preferred alternative consists of the phased build out of service and infrastructure for the Okeechobee Boulevard Alignment (Alternative 1). Despite not having the highest ridership projections, this alternative was selected because it provided the best coverage of key activity areas and provided the most direct link. Implementation would begin with operation of the Tier 1 service in the Okeechobee Boulevard alignment, with service originating from the Mall at Wellington Green and operating north on SR 7 and east on Okeechobee Boulevard and north to the Tri-Rail station. The route would then continue until reaching Banyan Boulevard and head east on Banyan Boulevard to Dixie Highway for a final stop in downtown West Palm Beach. This service would operate initially at a 20-minute headway during peak periods and 60 minutes off peak and on Saturdays. When funding becomes available and warranted by ridership demand, Tier 2 improvements would be implemented. However, Tier 3 improvements were determined to be too costly for the estimated modest increase in transit ridership levels.

Mr. Lafferty stated that as a second priority, it is recommended that a "Super Express" service operate primarily on Southern Boulevard during peak periods. The service would have every third bus each peak hour originating from the Mall at Wellington Green would make even fewer stops (8 total) between the Mall at Wellington Green and downtown West Palm Beach, and operate on the faster Southern Boulevard alignment. Under normal traffic conditions this "Super Express" route could make the trip from the Mall at Wellington Green to downtown West Palm Beach in as little as 35 minutes. This super express service would operate only during peak periods and would not operate on Saturdays. The

combined Okeechobee and Southern Blvd routes are estimated to necessitate \$5.4 million in capital costs and a \$1.4 million annual operating cost.

As the last major study recommendation, Mr. Lafferty noted that the study results indicate the provision of more frequent transit service in the Forest Hill Boulevard and Congress/Australian corridors with a direct connection to downtown West Palm Beach should be considered. The general recommendations also include location of park and ride lots along each corridor in proximity of the planned stops where applicable, and consideration of transit services in land use planning for the central corridor.

Mr. Weidner commented that the study results sparked great discussion at the recent Palm Beach MPO TAC. He asked if the jog in the Okeechobee Blvd alternative route that was shown at the TAC meeting had been removed. Mr. Lafferty then explained to the PTAC that a previous version of the Okeechobee alignment had the route veering onto Congress, Belvedere, and Australian to serve Palm Beach International Airport and nearby employment areas. The Palm Beach TAC requested that this portion be removed due to it causing a further slowing of travel time. Mr. Lafferty confirmed that the jog in the route was removed, and that the recommended alignment continues straight on Okeechobee in that area. Mr. Weidner also asked for confirmation that the Tier III features were not part of the recommendation. Mr. Lafferty replied that yes, the Tier III features were removed from consideration.

Chairman Whitfield asked the committee for a motion to endorse the recommendations of the study. A motion was made by Mr. Weidner to approve. The motion was seconded by Mr. William Cross. The motion was called to a vote and carried unanimously.

<b>INFORMATION / PRESENTATION ITEMS</b>
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Action not required, provided for information purposes only.
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**II. - INFORMATION:**      SFRTA TDP Minor Update

Mr. Quinty stated that this agenda item has been presented at the last three PTAC meetings, and reminded the committee that this year's TDP is a minor update that is going beyond the typical minor update requirements. He noted that a number of tasks addressing technical issues on the existing Tri-Rail corridor are being completed in preparation for next year's TDP Major Update that will be conducted with a more regional perspective. Mr. Quinty also stated that the project was approaching its final stages and time is getting tight, but a couple of key tasks have been accomplished since the last PTAC. Mr. Tom Hickey, TDP Project Manager with Gannett Fleming, led the rest of the agenda item.

Mr. Hickey explained that there are about 24 tasks involved in the TDP Minor Update, although several of them are relatively simple basic updates to information provided in last year's TDP Minor Update. He noted that a fuller summary of all tasks will be provided at the next month's PTAC meeting, but he wanted to focus on two particular tasks at this meeting-a recent on-board survey effort and a newly developed station location criteria document.

Mr. Hickey spoke in detail about the newly available survey data that resulted from an all day Tri-Rail on-board survey conducted in March. He noted that every train was covered for the entire service day, with both door counts and written passenger surveys conducted. There were 10,000 riders on Tri-Rail that day. Of those, approximately 6,000 passengers completed usable surveys, and over half of those also provided sufficient information to conduct a detailed origin and destination analysis. Mr. Hickey

pointed out that this portion of the survey was critical to help with the further development of the SERPM VI travel model and to address model concerns raised by the Federal Transit Administration.

Mr. Weidner asked if it was a good operating day for Tri-Rail. Mr. Hickey responded that it was a horrible day, with only 8 of 40 trains being on-time. Mr. Cross commented that it was in the middle of the CSX tie replacement period, although the survey date was scheduled for a day when the CSX track work was supposed to be in recess. He also explained that for model validation purposes, the survey had to be done while Tri-Rail was operating its 40 train schedule.

Mr. Hickey stated that the survey had various components for different purposes. Along with the origin destination portion, other sections of the survey asked about the riders' characteristics and demographics, and customer satisfaction. He commented that the riders seemed to be forgiving except for the ratings on on-time performance (31% rated poor, 29% rated very poor) and restrooms. Some fascinating results included 63% of respondents saying they had access to a car and could have driven, but rode Tri-Rail instead. Another positive result reported by Mr. Hickey is that riders find Tri-Rail service to be a great value for the money, with only a total of 12% saying it was a poor or very poor value. He reiterated that the data is still raw, as cross tabulations are currently being conducted and a full report on the survey results will be included in the final version of the TDP Update. Mr. Dan Glickman asked how the positive response to the parking question compared with peer commuter rail systems. Mr. Hickey commented that the Tri-Rail response was far better, as numerous systems across the country have a serious parking crunch at their stations, which causes frustrations for their riders.

Mr. Hickey also reported on the newly developed Station Location Criteria. Mr. Weidner asked for the bottom line figure for station spacing. Mr. Hickey responded that it is recommended that stations are no closer than two miles, which is currently violated by the spacing between the Hollywood and Sheridan Street stations. He also commented that in commuter rail operations, the optimal spacing between stations is in the 3 to 4 miles range. He added that from a spacing perspective, the areas between the Golden Glades & Hollywood stations and Lake Worth & West Palm Beach stations were most attractive for new stations. Mr. Cross then stated that all of the new station concepts mentioned to the SFRTA Board and Property Committee in recent years fit within this new criteria. Mr. Hickey also spoke about minimum station ridership standards that have been developed as part of this effort. A minimum standard of 100 daily riders is proposed, which all existing stations surpass, although the Hialeah Market station squeaks by with 103 daily riders. Mr. Hickey noted that the current average daily ridership per station is 350, and it is recommended that any proposed new station should meet or surpass the 350 figure. Mr. Larry Allen questioned whether the 350 total should be reached on the day of opening or for a certain period afterwards. Mr. Roberson asked if any thought had been given to how to address a mega land use opportunity that would surpass the 350 riders but possibly violate spacing standards. Chairman Whitfield asked if building temporary stations with a low capital cost may serve as a way to test attractiveness. Mr. Hickey responded that it had not been considered here, but did think about locating near an existing at-grade crossing so that the capital costs for new pedestrian bridges and elevators could be avoided. He also noted the trains being slowed by an additional station stop and affecting turnaround time at the end of the line should be considered.

Mr. Hickey closed by mentioning the rail simulation task currently being worked on. Mr. Stubbs asked if the simulation was being developed for just the existing Tri-Rail system, or also for the extension to Jupiter or other future passenger rail in the FEC corridor. Mr. Hickey responded that the simulation is just for the existing Tri-Rail corridor.



## **12. - INFORMATION:** SFRTA Strategic Regional Transit Plan

Ms. Cassandra Ecker of Carter Burgess provided an overview of the latest project newsletter and a reminder of the study process. She discussed the transition from the study's Tier I to Tier II corridor analysis, specifically citing a change in the point system from 3 to 4 per category.

Mr. Quinty stated that the project was nearing a critical stage, and asked the PTAC for further recommendations on the process and weighting of factors (such as higher emphasis on cost effectiveness). He also urged members to recommend additional corridors that they would like to see included in the analysis.

There was some discussion and a lack of consensus on whether to add weight to the cost effectiveness aspect. However, Mr. Allen then recommended that the US 1 corridor be included. This prompted mention of how US 1 is being treated in the SFECC Study, and also discussion of which assumptions are being applied to rapid bus alternatives in the Strategic Plan effort. Ms. Everett-Lee requested that a rapid bus alternative on Sample Road be revisited due to the coming land use changes along the corridor.

Mr. Quinty urged committee members to submit ideas for new corridors or general process recommendations to him via e-mail in the coming weeks. Ms. Ecker noted that next steps will include going beyond the individual corridor evaluation and starting to build a network, with different land use scenarios being applied.

## **13. - INFORMATION:** 2008 South Florida Transit Summit

Mr. Larry Allen presented the item, noting that discussions on holding a transit summit have not progressed. He stated that with the Broward County penny sales tax defeated at the polls and the SFRTA dedicated funding efforts not being successful, the timing is critical to hold such an event. He also cited high gas prices, the growing "green" movement, and a trend of South Florida residents leaving the region key reasons for a summit. He envisions the summit being part of an action plan to raise awareness among elected officials and the business community. Mr. Allen feared that some potential local organizers of such an event will be "conferenced out", but stressed the importance of holding it in 2008 or 2009, ideally just prior to the state legislative session.

There was consensus among committee members that the issue should be heard again in July, and be moved towards the front of the PTAC meeting agenda.

<b>MONTHLY REPORTS</b>
Action not required, provided for information purposes only.

### **OTHER BUSINESS**

#### Customer Information Network

Mr. Quinty mentioned that at the May 16, 2007 PTAC meeting, concerns were raised about the status of the Customer Information Network (CIN). He said that while he was not able to get the appropriate personnel to participate in time for this meeting, he was happy to report that Ruby Adams of Miami-

Dade Transit has agreed to attend the July PTAC meeting. She is the project manager for the CIN and will present it as a full informational item on July 18.

#### **SFRTA EXECUTIVE DIRECTOR REPORTS/COMMENTS**

There were no Executive Director Reports/Comments at this meeting.

#### **PTAC MEMBER COMMENTS**

Chairman Whitfied mentioned that election of officers for the new fiscal year should take place at the next PTAC meeting.

#### **ADJOURNMENT**

The meeting was adjourned at 11:55 am.

**MINUTES**  
**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY**  
**MARKETING COMMITTEE MEETING**  
**June 19, 2007**

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The Marketing Committee Meeting of the South Florida Regional Transportation Authority Board of Directors was held at 2:00 P.M. on Tuesday, June 19, 2007 at the South Florida Regional Transportation Authority, Main Conference Room, 800 Northwest 33<sup>rd</sup> Street, Suite 100, Pompano Beach, Florida 33064.

COMMITTEE MEMBERS PRESENT

Lili Agee, Palm Tran  
Bonnie Arnold (Chair), SFRTA/Tri-Rail  
Michael DeCossio, Miami-Dade Transit  
Lisa Peterson, FDOT

COMMITTEE MEMBERS NOT PRESENT

Phyllis Berry, Broward County Transit

ALSO PRESENT

Dan Glickman, private citizen  
Michael Goodman, Bitner Goodman  
Robyn Hankerson, Bitner Goodman  
Renee Matthews, SFRTA/Tri-Rail  
Steve Rosenberg, SFRTA/Tri-Rail  
Jim Udvardy, South Florida Commuter Services

## **CALL TO ORDER**

The Chair called the meeting to order at 2:14 p.m.

## **ROLL CALL**

## **MINUTES APPROVAL**

- Prior meeting Minutes were approved

## **MATTERS BY THE PUBLIC**

- Mr. Glickman stated that he addressed the SFRTA Governing Board Meeting of May 25<sup>th</sup> and expressed his concerns that regionalism is not being focused on.

## **REGULAR AGENDA**

### **R1. ELECTION OF CHAIR AND VICE CHAIR**

- Ms. Arnold stated that whomever is the representative to this Committee from the SFRTA automatically becomes Vice Chair when a new Chair is elected. Ms. Arnold has been the Chair for three consecutive years and due to APTA commitments, asked that another Chair be elected at this time; that she would still be responsible for setting the Agenda as well as ensuring that Minutes are taken and transcribed.
- Mr. DeCossio was elected Chair for Fiscal Year 2007/2008.

## **INFORMATION / PRESENTATION ITEMS**

### **II. CONSUMER INFORMATION NETWORK (CIN)**

- Ms. Arnold is working with colleagues to determine whether the Google Transit website works well for them. She stated that she has gotten very positive feedback.
- There is no cost to the agency but it is rather involved to get the website integrated with the agency's data. Ms. Arnold tried a few Pittsburgh trips (since she is a native of the area and knows it well) and the results were good with no experience of software problems.
- Ms. Arnold stated that the IT manager, Michael Kanefsky, is arranging to have a Google Transit representative at the next CIN meeting.
- Ms. Arnold stated that someone on a Marketing and Communities Steering Committee said they had a few issues with the Googol Transit contract, but she wasn't able to get more information at this time concerning what those issues are. Every other agency contact Ms. Arnold has spoken with, expressed their satisfaction, with the exception of a possible problem with fare calculation.
- Mr. Glickman stated that he thought the citizen's groups in each of the MPO's should be involved.

## **I2. DUMP THE PUMP**

- The agencies presented their various advertisements to promote this event.
- Palm Tran will be giving a 31-Day QUIK Pass to the first ten people who are chosen in response to the ad.
- Tri-Rail will provide free ride vouchers via the website, in order to maintain some crowd control. At Metrorail, a free transfer will be given with the presentation of the voucher.
- Mr. Goodman stated he feels that Commuter Challenge and Dump the Pump are too close on the calendar for them to both be effective.
- Ms. Arnold stated that Dump the Pump will always be a June promotion. 100 agencies took part this year. Last year, only 60 did.
- Ms. Arnold asked that each of the agencies prepares a little wrap-up blurb which she will present next month at APTA's Marketing Steering Committee Meeting on the agency's behalf.
- Mr. DeCossio approached radio stations for advertising opportunities.
- Ms. Arnold and Mr. DeCossio showed samples of the t-shirts their agencies produced for this event.
- Mr. Goodman stated that next year's t-shirt may have an Abercrombie Fitch "feel" which makes them more trendy looking and popular.

## **I3. SMART CARD**

- Ms. Matthews, Special Projects Manager for SFRTA, presented an update on the status of the Smart Card Project. Ms. Matthews stated that the fare collection procurement was currently stayed as a result of an "intent to protest" that was received from CUBIC. Ms. Matthews explained that there was a seventy-two (72) hour period in which the potential bidder had the right to protest after an Addendum was issued and a further ten (10) day period to actually file a formal protest. She further stated that the Procurement Department would be handling the protest as developments arise.
- Ms. Matthews informed the committee that the Smart Card Project had many different elements. She stated that progress was continuing in the development of the business rules for the Smart Card program. Ms. Matthews explained that SFRTA was in contract negotiations with Parsons Transportation Group to hire consulting services to assist in facilitating the establishment of a regional Smart Card committee. The purpose of the committee is to have representation on a regional level to work towards developing a business plan. Ms. Peterson suggested that FDOT participate as part of the regional initiatives.
- Ms. Matthews informed the committee that Mr. Hugh Chen, Miami-Dade Transit, Mr. Thomas Donahue, Booz Allen Hamilton, and herself, would be presenting at the COMTO Conference on June 26, 2007, to discuss business strategies and plans for a regional Smart Card program.
- Mr. Goodman inquired regarding the marketing and design of the Smart Card. Ms. Matthews explained that consultants were being contracted to work on the governance issues of the Smart Card program and not the marketing component. Ms. Arnold stated that

the Committee has been working on this effort and was basically at the point of taking designs and names to focus groups.

- Mr. Glickman inquired as to what formal Smart Card committees had been formed. Ms. Matthews responded that the only formal committee established thus far was the evaluation committee. Mr. Glickman further inquired as to whether there was representation from either Broward County Transit or Palm Tran on the evaluation committee. Ms. Matthews responded that there was not. It was suggested that any other questions regarding the evaluation committee be directed to others who were better able to respond. Mr. Goodman stated there will be two small focus groups of riders in early August, one of which will be a “person-on-the-street” format, sampling 200 people.

#### **I4. RAIL~VOLUTION 2007 WEBSITE LINKS**

- Once Dump the Pump is over, Ms. Arnold stated that a link will be put up on the website which will offer Rail~Volution 2007 information.
- There will be many interesting mobile workshops.
- Between 1000 and 1200 people are expected.
- The event will take place at the Lowe’s Miami Beach Hotel.
- October 31<sup>st</sup> through November 3<sup>rd</sup>. Registration is \$395 before a certain date and \$495 afterwards. Ms. Arnold stated that Rail~Volution will be posted on SFRTA’s website in mid-July, so details will be available then.

#### **I5. TRAIN AND BUS SCHEDULE / ROUTE UPDATES**

No updates

### **AGENCY REPORTS**

#### **BROWARD COUNTY TRANSIT**

No representation at this meeting.

#### **FDOT**

- Ms. Peterson stated that applications are being accepted for discretionary funds.
- Ms. Peterson expressed her concern that Tri-Rail Park and Ride lots have no room for people who may want to park for carpools or vanpools. She is concerned because SFCS’s website states that Tri-Rail parking lots are available. Ms. Arnold stated a study was just done and it was found that at Miami Airport, Metrorail, Hollywood, Ft. Lauderdale Airport, Deerfield Beach and the West Palm Beach stations, there is a parking space shortage every day. Mr. Glickman pointed out that in this study, the ownership of parking lots was not consistent; some are FDOT’s, some owned by the city involved and some by SFRTA, thus making parking a confusing issue for non-train riders. Mr. Udvardy stated that a standard needs to be arrived at so that people are aware that parking is either available or not available for carpools and vanpools at the Tri-Rail stations and SFCS’s website needs to reflect that. Mr. Glickman suggested that other agencies with a surplus of parking facilities, allot parking for this purpose instead of relying only on Tri-Rail’s lots.

## **MIAMI-DADE TRANSIT**

- Mr. DeCossio is being very frugal on spending at this time due to budget cuts and is looking into partnerships for advertising opportunities.
- Some routes may be eliminated in October.

## **PALM TRAN**

- Ms. Agee stated that Palm Tran is experiencing serious budget cuts from which Sunday and late night service may be cut. There is a hiring freeze.
- The Frequent Rider's campaign is being launched in a few weeks requiring a passenger to redeem tickets for merchandise.
- The Easter Seals team is representing South Florida for Project Action and was in Washington for a training session with Easter Seals. It was a very worthwhile. The idea behind this program is to encourage people away from paratransit and onto a fixed route.
- The hours on The Link are being cut back.
- A fare increase will take place in October, necessitating the reprinting of all collaterals.
- Beth Inglenook passed away. She was Palm Beach County Information Officer.

## **SOUTH FLORIDA COMMUTER SERVICES**

- Mr. Udvardy handed out a Commuter Challenge analysis as well as a survey and stated that it was very favorable overall. He further said that if any of the agencies present wanted to use any of the survey comments for its purposes, he said the people will be will to share.
- Mr. Udvardy stated that SFCS has about 30,000 e-mail addresses at its disposal for whatever purpose an agency may want to make use of.

## **SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY**

- New service started on June 4<sup>th</sup>. Only five out of fifty trains were late.
- Some unforeseen occurrences have caused service delays: a suicide, gate crossing issues, signal failures, CSX dispatching issues, etc. Morning trains are pretty much on time, but due to afternoon storms, the signal system shuts down once lightning and flooding occurs.
- Ms. Arnold stated that service increased about five percent since the new service started.

## **OLD BUSINESS**

None

## **NEW BUSINESS**

None

With no further comments, the meeting adjourned at 4:20 p.m.



## June 2007 Congressional Report

FY '08 Appropriations  
Technical Corrections to SAFETEA-LU  
Comprehensive Energy Legislation  
Homeland Security/9-11 Legislation  
FAA Reauthorization Passed by House T&I Committee  
Status of Pending Transportation Legislation  
Legislative Outlook  
Activities on Behalf of SFRTA



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## SFRTA Monthly Report

June 2007



### ■ FY 08 Appropriations

The FY 08 Appropriations process in the House ground to a halt in June over the debate over earmarks. After a week or so of debate with Democratic Leadership and Republican objections, a final plan was resolved. The process remains on track for completion this Fall, with action expected in committee in both the House and Senate during July and possible floor action before the August recess.

House Subcommittee hearings were completed in April and May and mark-ups began during the week preceeding the Memorial Day Recess. In the Senate, hearings were completed in May and June and committee action is anticipated in July. Both bodies continue to state they intend to approve legislation prior to the August recess.

### ■ Technical Corrections to SAFETEA-LU

The Senate Committee on Environment and Public Works marked-up on June 6<sup>th</sup>, a bill to make technical corrections to the Highways and Transit authorizing legislation. Earlier in May, the Senate Committee on Banking, Housing and Urban Affairs approved a title covering the transit portion of the bill.

Senate Leadership has decided however not to bring the bill to the Senate floor and they will proceed directly to Conference with the House. The House marked up and passed their corrections legislation (HR 1195) in March.

The bill, which covers a number of areas, including an important correction covering research programs administered by Federal Highways, is expected to be completed before the August Recess.

### ■ Comprehensive Energy Legislation

The House Leadership is still debating how they will bring a Comprehensive Energy bill to the floor of the House. As reported earlier, the Senate has already passed such legislation, including a provision dealing with the Corporate Average Fuel Economy “CAFÉ” standard. The House is uncertain how it will deal with the issue of CAFÉ.

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## SFRTA Monthly Report

June 2007



There is a possibility that the House may take up the CAFÉ issue separately under a Global Climate Change bill that is envisioned for consideration in the Fall. Alternatively, the House may elect to go to Conference on the Energy bill without a CAFÉ provision, even though the Senate bill has included its own CAFÉ provision.

The House Transportation and Infrastructure Committee bill that was marked up for inclusion in the Global Climate Change bill (HR 2701) will receive a separate cost estimate to determine if the new spending provisions outlined in the bill are in compliance with new PAYGO requirements established earlier this year by the Democratic majority.

Beyond big-ticket items like CAFE and price gouging, the Senate bill addresses a host of other issues. A major goal is conserving electric power through tougher appliance efficiency standards and several other steps.

### **Amendments within the bill: “CAFÉ”**

- Increasing corporate average fuel economy standards (CAFÉ) for cars, trucks and sport-utility vehicles to 35 mpg by 2020. Directs the Transportation Department after the year 2020 to establish the “maximum feasible” standard per year.
- Applies to all automobiles weighing less than 10,000 pounds. Heavy-duty trucks are subject to the maximum feasible standard.
- Directs DOT to develop a plan to make sure that 50% of all vehicles sold in the United States by 2015 are alternative fuel vehicles (includes flex-fuel, hybrids, and fuel cells) if technologically and economically possible.

### **Alternative Fuels**

- Expand ethanol production to reach 36 billion gallons by 2022, 21 billion of which must be met with advanced biofuels such as cellulosic ethanol.
- Loan guarantees for plants that make fuel efficient vehicles and their parts
- Provide grants to automakers to help pay for retooling plants for the manufacture of advanced technology vehicles

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## SFRTA Monthly Report

June 2007



- Research grants and loan guarantees for production of fuel efficient vehicles, including hybrids, advanced diesel and battery technologies.

### **Penalize gasoline “price gougers,”**

- Creation of civil and criminal penalties for price gouging during emergencies
- NOPEC provision- authorizes the Justice Department to bring antitrust actions against OPEC nations in U.S. courts.
- Gives the government new powers to investigate oil companies pricing and market manipulations.
- Sets provisions that make it unlawful to charge an unconscionably excessive price for oil products

### **Conserving Electric Power**

- Codify consensus standards for appliances including residential gas, oil and electric boilers; boost programs for increased use of efficient lighting technologies; reauthorize weatherization assistance programs
- Requires that the federal government accelerate use of more efficient lighting in public buildings.
- creates an Office of High-Performance Buildings in the General Service Administration. The new office would coordinate research and development into improving lighting, insulation, fixtures, windows and other features at federal buildings.

### **Environmental- Climate Change**

- Requires an inventory of potential U.S. areas for storing CO2 in deep underground geologic features and other natural basins
- Authorizes the Energy Department to conduct at least seven large-scale tests of carbon sequestration from coal-burning power plants.
- \$50 million over five years to the Commerce Department for research into abrupt climate change. Deals with concerns over fast-moving changes to the Earth's climate resulting from the ongoing buildup of heat-trapping greenhouse gases in the atmosphere. Under this amendment, the National Oceanic and Atmospheric Administration would develop markers for identifying past

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## SFRTA Monthly Report

June 2007



instances of abrupt climate change. NOAA also would be tasked with testing its abrupt climate change models with other global measurements.

- \$3 million for a two-year carbon capture demonstration project at the Capitol Hill Power Plant. The facility currently burns coal to produce steam and chilled water to heat and cool the Capitol, Library of Congress, Supreme Court and more than a dozen other buildings.

### **Other amendments**

The Senate agreed to over two dozen other amendments. Included among them are: (1) A chart to better coordinate planned industry refinery outages to prevent supply constraints. (2) A modified sulfur removal standard to ensure projects using western coal can receive federal "clean coal" program funding. (3) Create and authorize funding for a national research program into wave and other emerging ocean energy sources. (4) Authorize "transitional assistance" payments to farmers who begin producing crops for cellulosic ethanol. (5) Aim to develop and demonstrate "smart grid" technologies to reduce power demand; increase federal support for helping small businesses increase energy efficiency; and assess offshore wind potential in the eastern United States.

### ■ **Homeland Security/9-11 Legislation**

The House passed in January a bill referred to as the 9-11 bill, which implemented most of the recommendations of the 9-11 Commission, as Democrats had promised they would do during the 2006 election cycle. The bill would also formalize the distribution of anti-terrorism funding to state and local governments, a process that has been conducted without formal Congressional direction since 2001.

In March, the House rolled in HR 1401, a long-term bill to authorize security funding for rail and public transit systems, as well as HR 1269.

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## SFRTA Monthly Report

June 2007



The Senate passed S. 4, *The Improving America's Security by Implementing Unfinished Recommendations of the 9/11 Commission Act*. S.4 was amended to fold in S. 763 – the Public Transportation Terrorism Prevention Act. S. 763 was passed out of the Senate Banking Committee in February and authorized \$3.49 Billion over the three year authorization period of the legislation. \$2.3 Billion would be available for capital security needs, \$1 Billion for operational costs related to security and \$130 million for research.

The Senate bill mandates firm deadlines for the federal government to establish security standards. Specifically, the bill requires the Department of Homeland Security to issue within three months of passage, regulations for transit worker security programs that will have to be implemented by all transit agencies.

### ■ FAA Reauthorization Bill Passed by House Transportation and Infrastructure Committee

HR 2881, *The FAA Reauthorization Act of 2007* was reported out of the House Transportation and Infrastructure Committee on June 28<sup>th</sup> and proposes increases in funding levels for the FAA's capital programs from FY 2008 to FY 2011. As reported earlier, revenues in the Aviation Trust Fund have been declining for several years and completion of a timely reauthorization will be important to maintain current funding levels.

The bill as reported by the Committee provides \$66 Billion over four years -- \$13 billion for FAA Facilities & Equipment (F&E) - the FAA's primary vehicle for modernizing the national airspace system - approximately \$1 billion more than the Administration's proposal. The bill also provides \$15.8 billion for the Airport Improvement Program (AIP) - over \$4 billion more than the Administration's proposal. In addition, the bill increases the passenger facility charge (PFC) cap from \$4.50 to \$7.00.

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## SFRTA Monthly Report

June 2007



Included in the Committee bill is the creation of a ground access pilot program establishing a limited opportunity for up to five airports to use PFC-generated funds for off airport ground transportation access. Section 114 of the bill, sponsored by Congressman Thomas Petri (R-WI), the ranking Republican member of the Aviation Subcommittee of Transportation and Infrastructure, authorizes the FAA to establish criteria and select up to five pilots. The agency is to file a report with Congress within one year of enactment to report on the benefits and challenges of using PFC funds for such projects. A key issue in the requirements of the pilot program is a provision that all projects be operated directly by the Airport Authority.

The House Ways and Means Committee will have to take up the financing title of the bill in July, where they will consider a recommendation from House T&I Committee to raise the aviation jet fuel tax (modest for General Aviation and significant for Commercial Aviation) to finance mainly the significant new funds required for the Next Generation Air Traffic Control System.

The Senate Commerce Committee has already approved their legislation (S.1300) as reported in May and the Senate Finance Committee will hold a hearing on financing the Aviation Trust Fund in July.

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## SFRTA Monthly Report

June 2007



H.R. 1401 authorized \$6.2 billion over the 2008-2011 period, primarily for grants to support programs aimed at improving the security of rail and surface transportation through programs administered by DHS and DOT. Specifically, the bill authorized:

- \$3.4 billion for public transportation security grants over the 2008-2011 period;
- \$2.4 billion for grants to improve rail security over the next four years;
- \$140 million for grants to Amtrak to improve the security of certain train tunnels in New York, Maryland, and Washington, D.C., and;
- \$87 million for grants for over-the-road bus security. (Over-the-road buses are characterized by an elevated passenger deck above a baggage compartment.)

The grants were set up to cover up to 80% of costs but a project of \$25,000 or less will receive 100% coverage as would projects responding to an urgent threat to national security. Funds may not be used for other cost-sharing projects. The requirements in the bill would affect more than 300 public transit and rail entities.

HR 1269 – The Rail and Public Transportation Security Act – authorized \$3.6 Billion over four years for transit security grants. The bill would also have required coordination between DHS and US DOT for the establishment of regulations for transit system security plans. The two bills were reconciled into the one House-passed version that came from the House Committee on Homeland Security.

As noted previously, of particular note in this bill was a provision affecting railroads. That amendment, sponsored by House Homeland Security Chairman Bennie Thompson (D-MS), was purportedly in response to recent court decisions arising out of a train derailment in Minot, North Dakota which held that an injured plaintiff's claims under state law are preempted by federal law and therefore barred. However, the Thompson Amendment goes much farther than just addressing the Minot cases; and, in so doing, has significant adverse consequences for rail operations, rail

## SFRTA Monthly Report

June 2007



safety and interstate commerce. Even though the Minot court decisions are currently under appellate review, if it is the intent of Congress to address the Minot cases at this time, the rail industry, through the Association of American Railroads has proposed an alternative to the Thompson Amendment. The AAR's proposal directly address the Minot cases so that railroads will be subject to future lawsuits if they have violated federal requirements but still preserving current federal authority over rail operations and safety.

### ■ Status of Pending Transportation Legislation

BILL	DESCRIPTION	HOUSE ACTION	SENATE ACTION	OUTCOME
<b>FY 2008 Transportation-HUD Appropriations</b>	Appropriations for DOT, HUD, others	<b>H.R. 3074</b> Rept. 110-238 (H.RES 558) 7/19/07 Placed on the House Calendar No. 89	<b>S. 1789</b> Rept. 110-131 7/16/07 Placed on Leg. Calendar No. 272	
<b>Federal Aviation Admin. Reauthorization</b>	Amend title 49 for FY 2008-2011 to improve aviation safety, capacity and secure funding	<b>H.R. 2881</b> ordered reported 6/28/07	<b>S. 1300</b> ordered reported 5/16/07 Committee Com. Science & Transportation	
<b>FY 2008 Energy &amp; Water Appropriations</b>	Appros. for energy & water development and related agencies	<b>H.R. 2641</b> Passed 312-112 7/17/07	<b>S. 1751</b> reported 7/9/07 placed on Calendar No. 263	
<b>Railroad Safety Enhancement Act of 2007</b>	Amend title 49 to prevent railroad fatalities, injuries, and hazardous materials releases,etc	<b>H.R. 2095</b> Ordered Reported 6/14/2007	<b>S.294</b> reported 5/22/07 110-67 placed on Calendar No. 158	
<b>Federal Railroad Safety Accountability and Improvement Act</b>	Authorize appros. for activities under the Federal railroad safety laws for FY 2008-2011	<b>H.R. 1516</b> 3/15/07 Referred to Subcommittee on Railroads, Pipelines, and Hazardous Materials	<b>S.918</b> 3/19/07 Read twice and referred to the Committee on Commerce, Science, and Transportation.	Hearing: Thursday, July 26, 2007 SR-253



## SFRTA Monthly Report

June 2007



<b>FY 2008 Congressional budget resolution</b>	Revise the congressional budget for the FY 2007	H.Con.Res 99 passed 3/29/07 216-210	S. Con. Res. 21 passed 3/23/07 52-47	Senate agreed to conference report by 52-40 5/17/07. House Rept. 110-53 5/17/07
<b>Passenger Rail Investment and Improvement Act 2007 (Amtrak Reauthorization)</b>	Authorizes appropriations for FY 2007-2012	<b>H.R. 534</b> 1/29/07 Referred to subcommittee on Railroads, Pipelines, and Hazardous Materials	<b>S.294</b> Rept. 110-67, placed on Calendar No. 158 5/22/07 <b>S.83</b> Read twice and referred to the Committee on Commerce, Science, and Transportation 1/4/07	
<b>Rail and Public Transportation Security Act of 2007 (Surface Transportation Security)</b>	improve the security of railroad, public transportation, and over-the-road bus systems, protect against terrorism	<b>H.R.1401</b> 3/28/2007 Rept. 110-65 Referred to Committee on Commerce, Science, and Transportation.	<b>S. 763</b> Rept. 110-32 Placed on Calendar under General Orders No. 69. 3/5/07	
<b>Rural Aviation Improvement Act</b>	to reform the essential air service program	<b>H.R. 3004</b> 7/11/07 Referred to the House Committee on Transportation and Infrastructure	<b>S. 1571</b> 6/7/2007 read twice and referred to Committee on Commerce, Science, and Transportation	
<b>FY 2008 Coast Guard Authorization</b>		<b>H.R. 2830</b> Rept. 6/28/07 by House T & I		Hearing: Tuesday, July 31 10:00AM 2167 Rayburn

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## SFRTA Monthly Report

June 2007



### ■ Legislative Outlook

The month of July promises to be a very active month as the Democratic Leadership attempts to move several major pieces of legislation to completion prior to the August recess. The FY 2008 Appropriations process will likely move back to center stage as the House and Senate begin to bring to the floor of both bodies the first several bills in July. The remaining appropriations bills will likely be finished in September.

In the House, the Energy Bill will likely be the largest and most controversial bill to possibly reach the House floor.

### ■ Activities on Behalf of SFRTA

***Railroad Reauthorization and Rail Safety Legislation*** – c2 group continues to monitor the movement of the legislation through the House as well as the reactions from the industry to this legislation and review proposed modifications to the Commuter Rail provisions.

***Transportation Appropriations*** – c2 group has continued tracking the developments in the Appropriations process.

#### **Anticipated Legislative Calendar - July -**

Congress will be in session for nearly the whole month of July, upon their return on July 9<sup>th</sup> from the Independence Day recess. The Senate and House will both be out of session during the first week of July for the Independence Day Observance – June 29 through July 6.

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY  
GOVERNING BOARD MEETING: AUGUST 24, 2007

AGENDA ITEM REPORT

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☐ Information Item

☒ Presentation

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY  
STRATEGIC REGIONAL TRANSIT PLAN

SUMMARY EXPLANATION AND BACKGROUND:

At the June 23, 2006 South Florida Regional Transportation Authority (SFRTA) Governing Board Meeting, Planning Department staff and project consultant Carter Burgess gave a presentation introducing the SFRTA Strategic Regional Transit Plan. Work on the project began in July 2006 and has been ongoing ever since.

Consistent with SFRTA's legislative mandate to coordinate, develop and implement a viable regional transportation system for South Florida, SFRTA is developing a Strategic Regional Transit Plan that focuses on the region's future and develops strategies for the allocation of scarce resources to accomplish the goals and objectives of the agency. The SFRTA Strategic Regional Transit Plan is a comprehensive effort to document regional transit needs and identify potential corridors for premium regional transit service. The project consists of extensive technical work throughout its duration, but also includes frequent outreach efforts and coordination with SFRTA's regional partner agencies. These partner agencies include the three county transit operators, three metropolitan planning organizations (MPO's), two Florida Department of Transportation (FDOT) district offices, and two regional planning councils (RPC's).

The Strategic Regional Transit Plan is seen as a logical step in the evolution of SFRTA. The Authority's mission is to coordinate, develop and implement a viable regional transportation system in South Florida that endeavors to meet the desires and needs for the movement of people, goods and services. Tied to SFRTA's mission, goals and objectives were developed as part of the Strategic Regional Transit Plan effort.

(Continued on page 2)

EXHIBITS ATTACHED: Exhibit 1- June 2007 Project Newsletter  
Exhibit 2- Project Status Slideshow  
(to be distributed under separate cover)

SUMMARY EXPLANATION AND BACKGROUND: (Continued)

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY  
STRATEGIC REGIONAL TRANSIT PLAN

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The Goal of the Strategic Regional Transit Plan is to think creatively to define a bold vision and strategic plan for regional transit's role in the overall regional transportation system to ensure mobility, economic viability and quality of life in the South Florida region for the next generation.

The Objectives of the Strategic Regional Transit Plan are to:

1. Identify key regional transit corridors and infrastructure needs
2. Define regional transit investment strategies
3. Positively impact future development patterns in the region
4. Assess the region's current and future trends
5. Identify a safe and cost-effective regional transit system
6. Define SFRTA's role in the development, funding and operations of regional transit services

Major tasks completed to date as part of the study effort include:

- Developed criteria to determine what is a regional transit trip
- Documented regional activity centers that could be served via transit
- Used the regional travel model to identify trip flows and attractiveness of the activity centers
- Developed preliminary corridors that match these flows and serve activity centers
- Held individual briefings with all partner agencies, sharing technical findings and draft corridors
- Tested individual corridors, using travel model projections, cost estimates, and other criteria

Next steps include the testing of combinations of the corridors as a transit network, followed by additional testing with various future land use scenarios. The SFRTA Planning Technical Advisory Committee (PTAC), whose membership consists of partner agency staff members, has been used as this project's steering committee. Findings will be presented to the PTAC at their September meeting, with an update to the SFRTA Governing Board to follow. The SFRTA Strategic Regional Transit Plan is scheduled for completion in late 2007.

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY  
STRATEGIC REGIONAL TRANSIT PLAN

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Recommended by: Dan Mazza 8/15/07 Approved by: N/A  
Department Director Date Contracts Director Date

Authorized by: [Signature] 8/6/07 Approved as to Form by: [Signature] 8/13/07  
Executive Director Date General Counsel Date

Following the Screen One analysis, corridors which did not perform well were adjusted. Adjustments included alignment changes as well as adding/removing stations, and corridor modifications. This resulted in the development of 25 Screen One Alternatives (Figure 3).

The Screen One Alternatives were reevaluated in Screen Two analysis using performance criteria used in Screen One but with a weighted scoring methodology. Each corridor was examined for its ability to perform in each of the criteria categories and redundancy against the other alternatives, and then modified again as needed. This resulted in 22 Screen Two Alternatives (Figure 4).

The Screen Two Alternatives, as revised, will advance to a Categorical Screening where they will be tested again then grouped to comprise three networks utilizing the highest scoring alignments in each criteria classification: Productive Network, Connective Network, and Cost-effective Network. After the networks have been established they will be examined using three different land use scenarios.

After land use scenario testing, a preferred network (system plan) will be selected for Board approval. Each corridor of the preferred network would go through detailed corridor-level analyses in order to advance into the next stage of project development.

# Land Use Scenarios

In addition to the existing 2030 land use scenario, two alternate scenarios will be developed to test the Productive, Connective, and Cost-Effective Transit Networks.

The proposed scenarios include:

## 2030 Base Scenario

This scenario uses current MPO projections for the development trend expected under adopted future land use plans.

## Proposed Regional Activity Centers Scenario

This scenario would reallocate new employment development to designated Regional Activity Centers and residential development to Community Redevelopment Areas.

## Proposed Transit Corridor Scenarios

This scenario would reallocate new employment and residential development to station areas along each proposed corridor.



**South Florida Regional Transit Authority**  
800 NW 33rd Street, Suite 100  
Pompano Beach, FL 33064

June 2007



## Strategic Regional Transit Plan

In Spring 2006, the South Florida Regional Transportation Authority (SFRTA) Board directed staff to develop a Strategic Regional Transit Plan. This plan will define key regional transit projects to ensure the mobility, economic viability, and quality of life of the South Florida region. The results of the plan will provide the Board with a basis to make decisions regarding the implementation of additional SFRTA services.

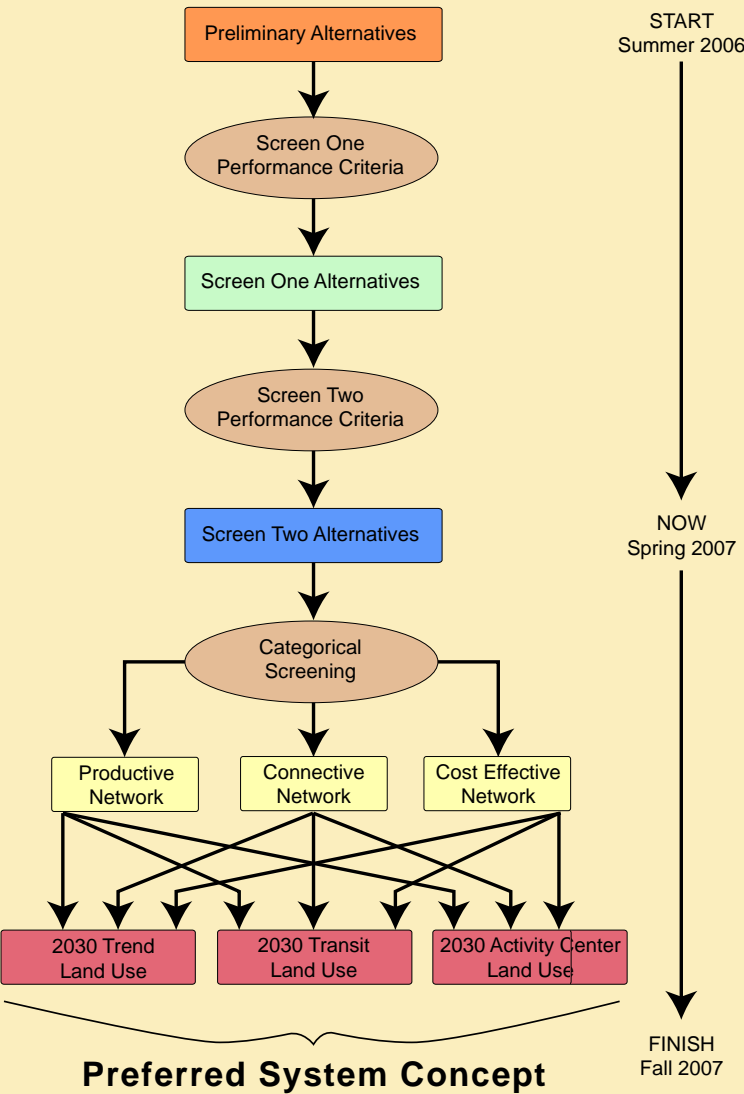
# Alternatives Development and Refinement Process

The development of alternatives includes a phased screening process (Figure 1). Initial regional transit corridors suitable for regional transit service were identified as preliminary alternatives (Figure 2). Considerations used in developing these alternatives included analysis of major trip flows between superzones (aggregated traffic analysis zones (TAZs)) and regional activity centers (RACs). Availability of right-of-way, connections to other RACs, and connections to existing transit service were also considered in defining mode options and potential alignments for each alternative.

During Screen One, 27 preliminary alternatives were analyzed independently of one another, using performance criteria that define regional projects as well as criteria used as part of the Federal Transit Administration (FTA) New Starts process.

Continued on back...

Figure 1



## Performance Criteria

### Productive

Incremental Trips per Mile  
Total Trip Flows

### Connective

Interjurisdictional  
Number of Regional Activity Centers Served  
Intermodal Connection

### Cost Effective

Capital Cost per Mile  
Annual Cost per Trip  
Subsidy per Trip

## Preferred System Concept



### Lead Agency:

South Florida Regional Transit Authority

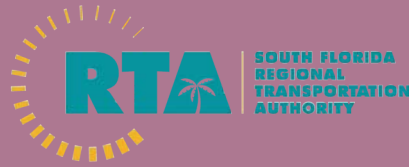
### Partner Agencies:

Broward County Transit  
Broward Metropolitan Planning Organization  
Florida Department of Transportation, District Four  
Florida Department of Transportation, District Six  
Miami-Dade Metropolitan Planning Organization

Miami-Dade Transit  
Palm Beach Metropolitan Planning Organization  
Palm Tran  
South Florida Regional Planning Council  
Treasure Coast Regional Planning Council

### Project Contacts:

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reed.everett-lee.com



## South Florida Regional Transit Authority

800 NW 33rd Street, Suite 100  
Pompano Beach, FL 33064



Figure 2  
Preliminary Alternatives

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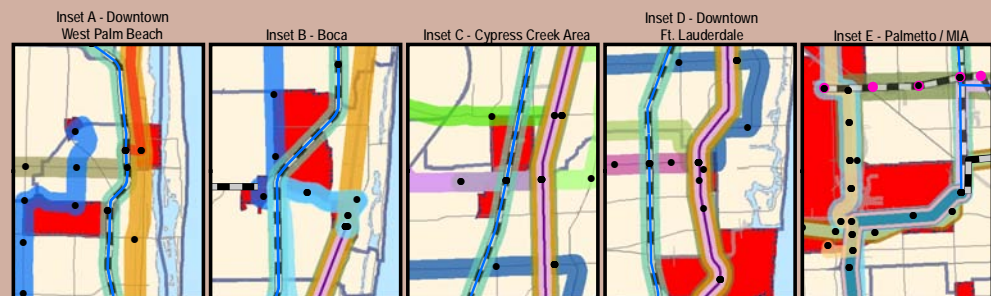
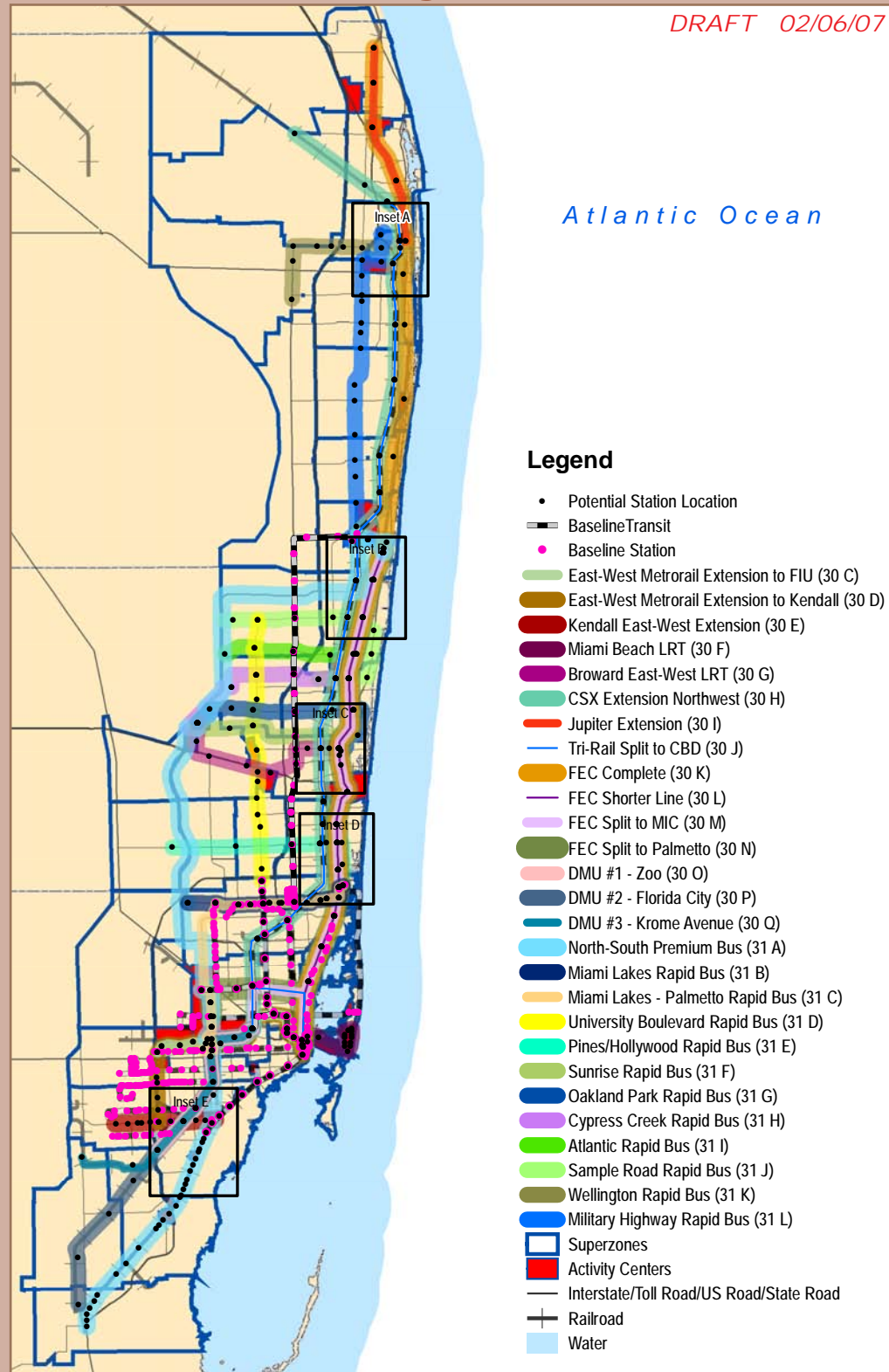


Figure 3  
Screen One Alternatives

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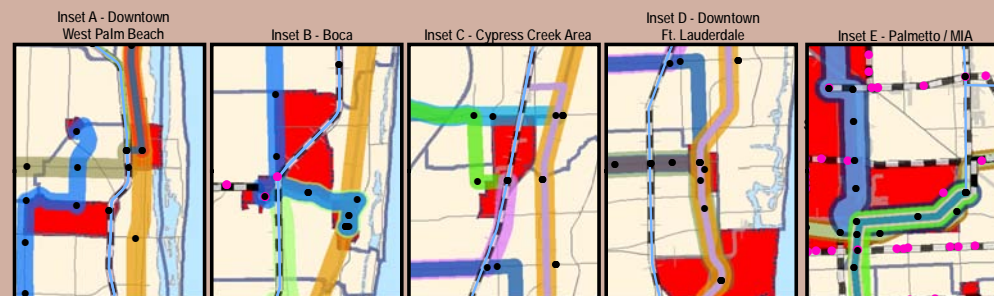
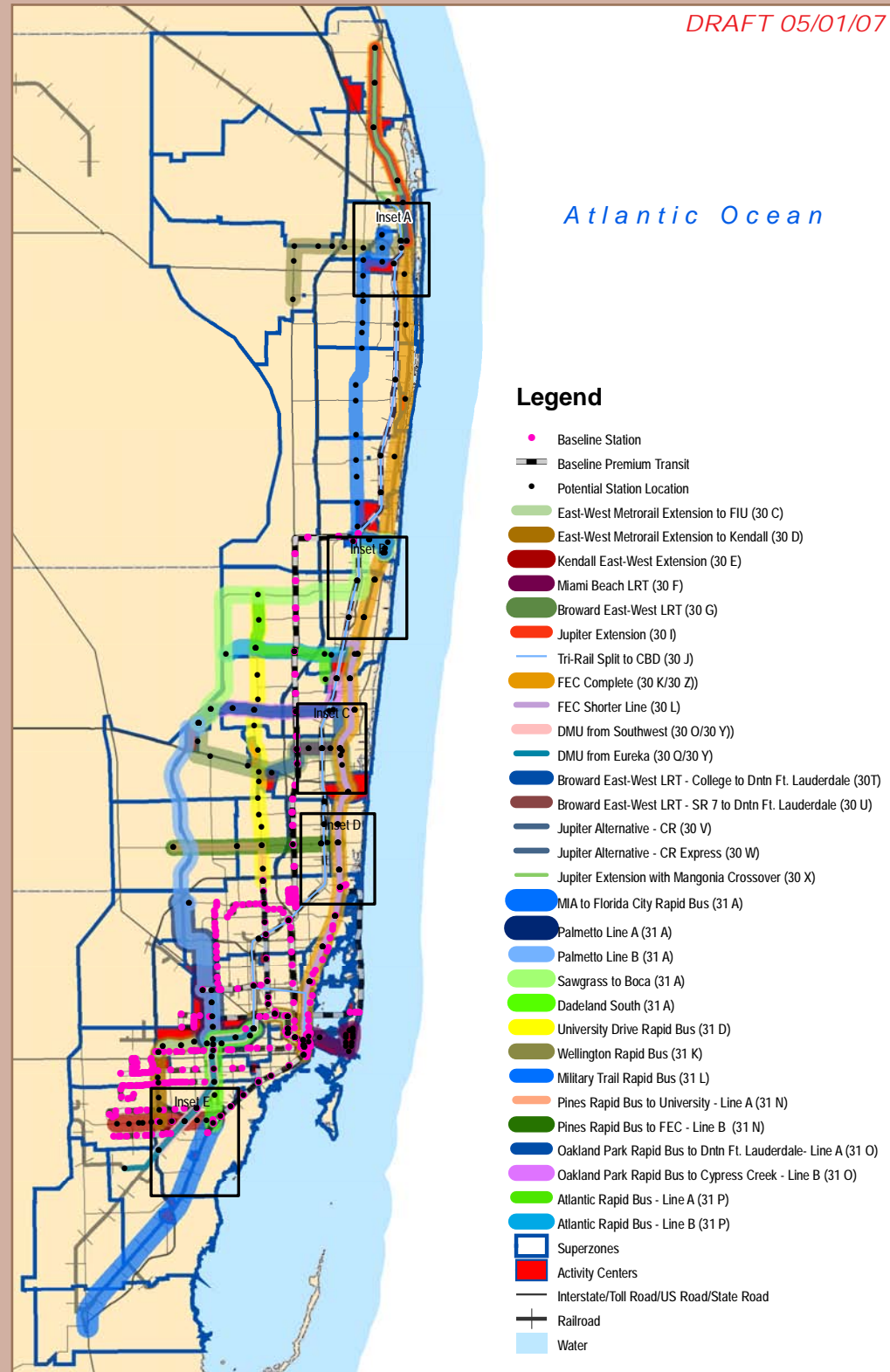
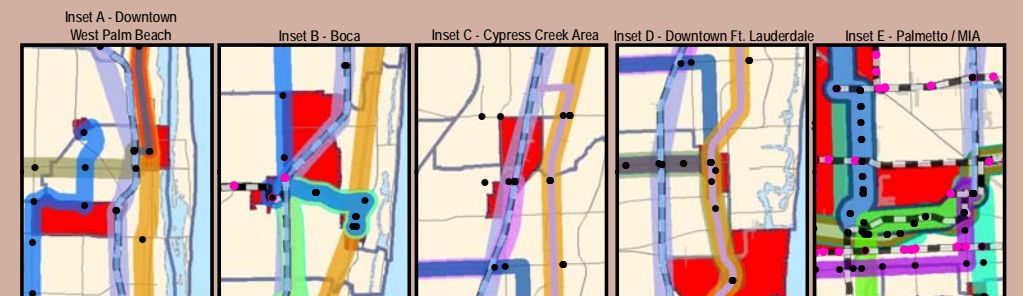
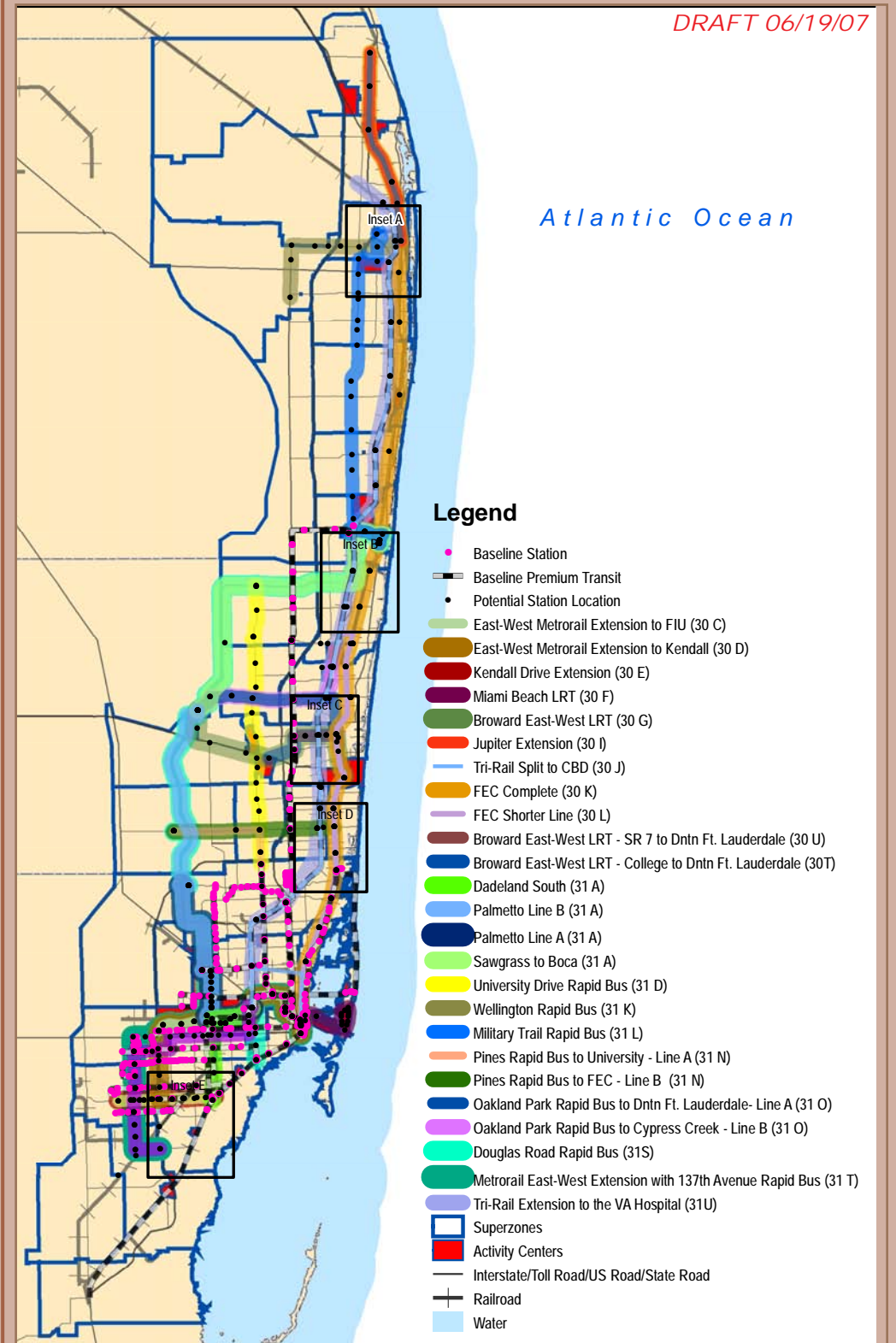


Figure 4  
Screen Two Alternatives

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SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY  
GOVERNING BOARD MEETING: AUGUST 24, 2007

AGENDA ITEM REPORT

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☒ Information Item      ☐ Presentation

DISADVANTAGED BUSINESS ENTERPRISE  
OVERALL GOAL FOR FISCAL YEAR 2008

SUMMARY EXPLANATION AND BACKGROUND:

As a recipient of Federal funds, the South Florida Regional Transportation Authority (SFRTA) is required to develop an annual Disadvantaged Business Enterprise (DBE) goal as outlined in the United States Department of Transportation (USDOT) 49 Code of Federal Regulations (CFR) Part 26. **For Fiscal Year (FY) 2008, SFRTA has established a 10% overall DBE Goal for its federally funded project awards and commitments, effective July 1, 2007.**

SFRTA's FY 2008 goal was established utilizing the two-step process for overall goal setting, which measures the current percentage of ready, willing and able DBE's and the median past participation based on the volume of work performed by DBE's in the previous fiscal years.

The first step, involved assessing the Florida Department of Transportation's (FDOT) Business Directory to obtain the number of ready, willing and able DBE's in the tri-county area (Miami-Dade, Broward and Palm Beach Counties) compared with the total number of businesses available in the Census Bureau's County Business Patterns (CBP) database. Firms were identified based on the federally funded contract projections made by SFRTA. The above comparison resulted in the conclusion that 10% of the available vendors are DBE's.

In the second step, consideration was given to the level of past participation based on the volume of work DBE vendors have performed in recent years as a percentage of the dollar value of SFRTA's federally funded contracts during those same years, resulting in a 12.75% median participation by DBE vendors. Based on the above analysis, SFRTA will utilize the 10% base figure as the Agency's overall DBE Goal for FY 2008.

(Continued on page 2)

EXHIBITS ATTACHED:    Exhibit 1 – Goal Setting Methodology



DISADVANTAGED BUSINESS ENTERPRISE  
OVERALL GOAL FOR FISCAL YEAR 2008

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SUMMARY EXPLANATION AND BACKGROUND: (Continued)

The DBE regulation, 49 CFR Part 26, also requires SFRTA to publish its proposed DBE Goal and have it available for public inspection during normal business hours for 30 days following the date of the published notice with a 45-day comment period. Pursuant to this requirement, SFRTA's DBE Goal was published in local newspapers including minority newspapers in Broward, Miami-Dade and Palm Beach Counties during the week of June 15, 2007. No comments were received by SFRTA regarding the DBE Goal. The goal methodology was submitted to the Federal Transit Administration (FTA) on August 1, 2007, as required, for their review and subsequent approval.

In accordance with 49 CFR Part 26, SFRTA will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract on the basis of race, color, sex, or national origin; and will ensure non-discrimination by creating a level playing field on which DBE's can compete fairly.

DISADVANTAGED BUSINESS ENTERPRISE  
OVERALL GOAL FOR FISCAL YEAR 2008

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Recommended by:  8/15/07  
Department Director Date

Approved by: N/A  
Procurement Director Date

Authorized by:  8/16/07  
Executive Director Date

Approved as to Form by:  8/13/07  
General Counsel Date



## **METHODOLOGY FOR SETTING THE OVERALL GOAL FOR DBE PARTICIPATION IN SFRTA PROJECTS FOR FISCAL YEAR 2008**

The Disadvantaged Business Enterprise (DBE) Regulation, 49 Code of Federal Regulations Part 26, has established requirements for setting an overall goal for DBE participation in Federally-funded projects. The Rule provides a two-step process for overall goal setting, measuring the current percentage of ready, willing and able DBE's in the local market area.

### **Step 1**

The South Florida Regional Transportation Authority (SFRTA) began the goal setting process by determining a base figure for the relative availability of DBEs. SFRTA first assessed the statewide directory to obtain the number of ready, willing and able DBE's in the tri-county area (Miami-Dade, Broward and Palm Beach Counties). Firms were identified based on the federally funded contract projections made by SFRTA. The resulting **number of DBE's available in the statewide directory becomes the numerator. The denominator was derived from the Census Bureau's County Business Patterns (CBP) database and represents all businesses** that are ready, willing and able to do business with SFRTA in the local market area.

$$\frac{\text{DBE's}}{\text{All Businesses}} = \frac{(461)}{(4,452)} \times 100 = 10\% \text{ Base Figure}$$

The 10% base figure is the presumed level of participation by DBE's absent discrimination.

### **Step 2**

To adjust the base figure in Step One, SFRTA considered the median past participation based on the volume of work DBE's have performed in recent years. The following was determined:

#### **Past DBE Participation**

##### **FY 2002**

$$\frac{\text{Total DBE Dollars}}{\text{Total Contract Dollars}} = \frac{\$ 3,770,011}{\$24,938,293} = 15\%$$

##### **FY 2003**

$$\frac{\text{Total DBE Dollars}}{\text{Total Contract Dollars}} = \frac{\$ 4,014,004}{\$25,270,950} = 16\%$$

FY 2004

Total DBE Dollars	<u>\$11,413,849</u>	=	19%
Total Contract Dollars	\$60,737,016		

FY 2005

Total DBE Dollars	<u>\$15,292,665</u>	=	16%
Total Contract Dollars	\$90,900,485		

FY 2006

Total DBE Dollars	<u>\$ 5,079,017</u>	=	8%
Total Contract Dollars	\$65,583,917		

FY 2007

Total DBE Dollars	<u>\$ 330,889</u>	=	15%
Total Contract Dollars	\$2,279,543		

Arriving at the Median Past Participation:

SFRTA arrived at the median by arranging the past participation values in order from low to high: 8%, 15%, 15%, 16%, 16% and 19%. The median percentage was then arrived at by taking the middle two values (15% and 16%) and deriving the average as follows:

$$\frac{15 + 16}{2} = 15.5$$

Adjusting Step One Base Figure

SFRTA then added the Step One Base Figure to the median and divided the total by two and arrived at the following result:

$$\frac{10 + 15.5}{2} = 12.75$$

After analyzing the above data and reviewing upcoming contract procurements for fiscal year (FY) 2008, SFRTA will utilize the base figure of 10% as the Agency's overall projected DBE goal for FY 2008.

SFRTA estimates that it will meet its overall projected goal of 10% for fiscal year 2008, through race neutral measures.

AGENDA REPORT  
SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY  
GOVERNING BOARD MEETING  
August 24, 2007

JULY RIDERSHIP

Total monthly ridership for July has increased 6.3 % when compared to July of last year. Weekday ridership has increased by 9.8% for July, while the average weekday ridership in July 2007 was 10,767 per day versus 9,806 per day for 2006. Total weekend ridership has decreased by 9.5% when compared to last year. Total Fiscal Year ridership is up by 6.3%.

Revenue is shown in Chart 3. Chart 2 shows ridership month-to-month and Chart 1 combines revenue and ridership month-to-month.

<u>Riders</u>	Actual July 2007	Actual July 2006	July '08 vs. '07 %	FY 08 Rider ship To Date	FY 07 Rider ship To Date	FYTD '08 vs. '07 %
M-F	226,114	205,931	9.8%	226,114	205,931	9.8%
Saturday	18,242	22,972	-20.6%	18,242	22,972	-20.6%
Sunday	19,214	18,872	1.8%	19,214	18,872	1.8%
Holidays	3,062	2,970	0.0%	3,062	2,970	3.1%
	266,632	250,745	6.3%	266,632	250,745	6.3%

Note: Ridership figures are based on daily reports from Herzog.

**Chart 1 - SFRTA Riders and Revenue Trends**

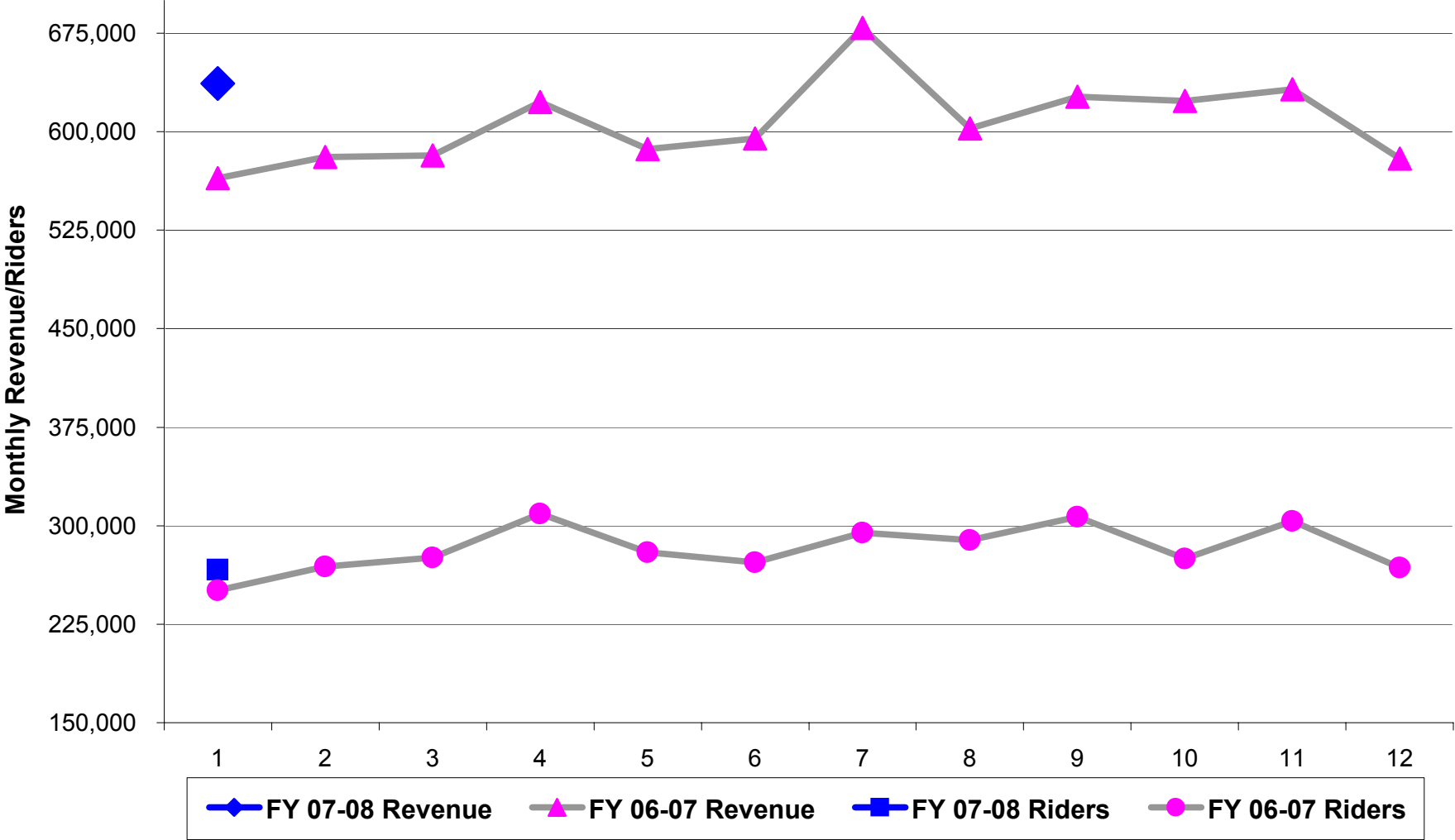
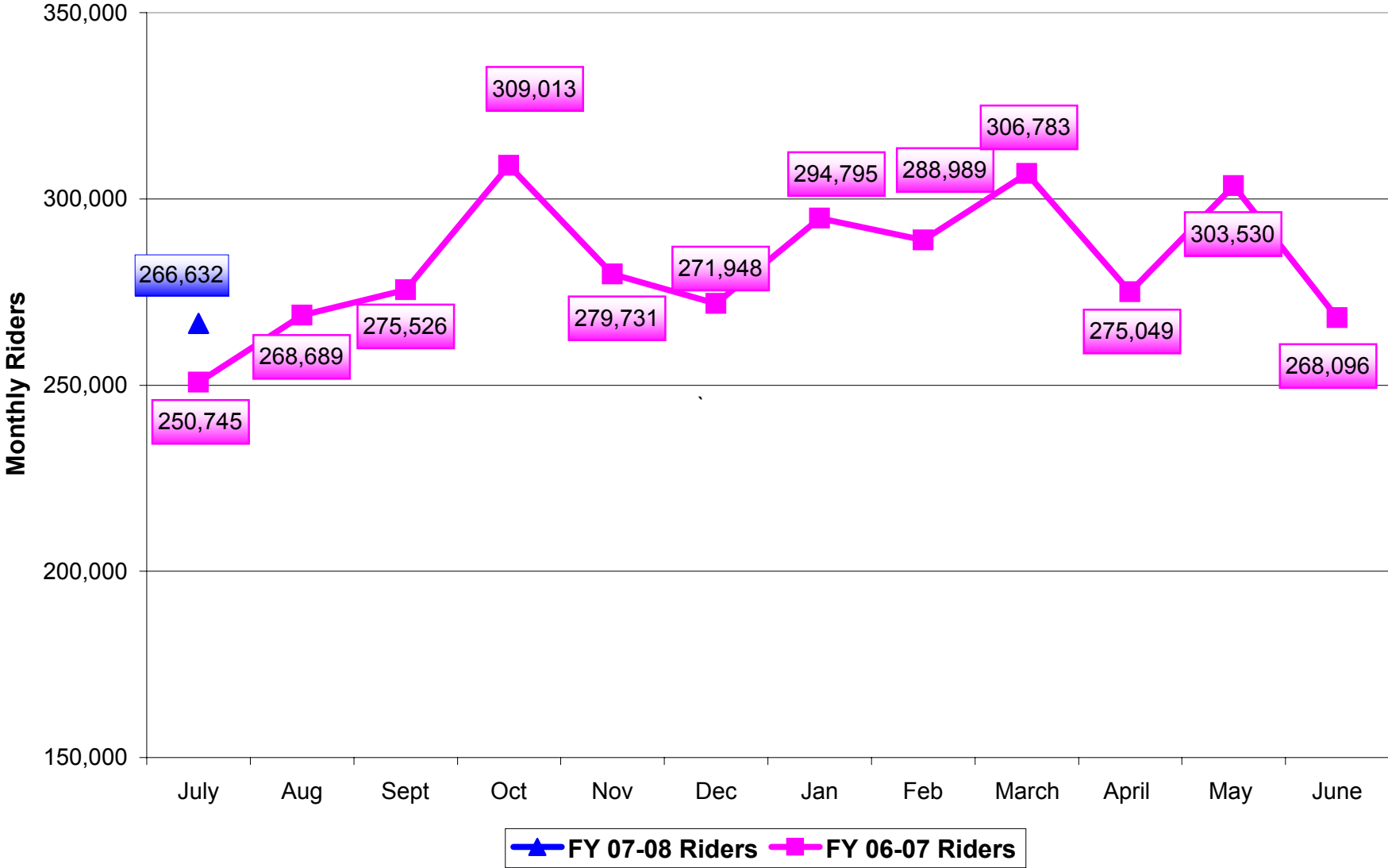
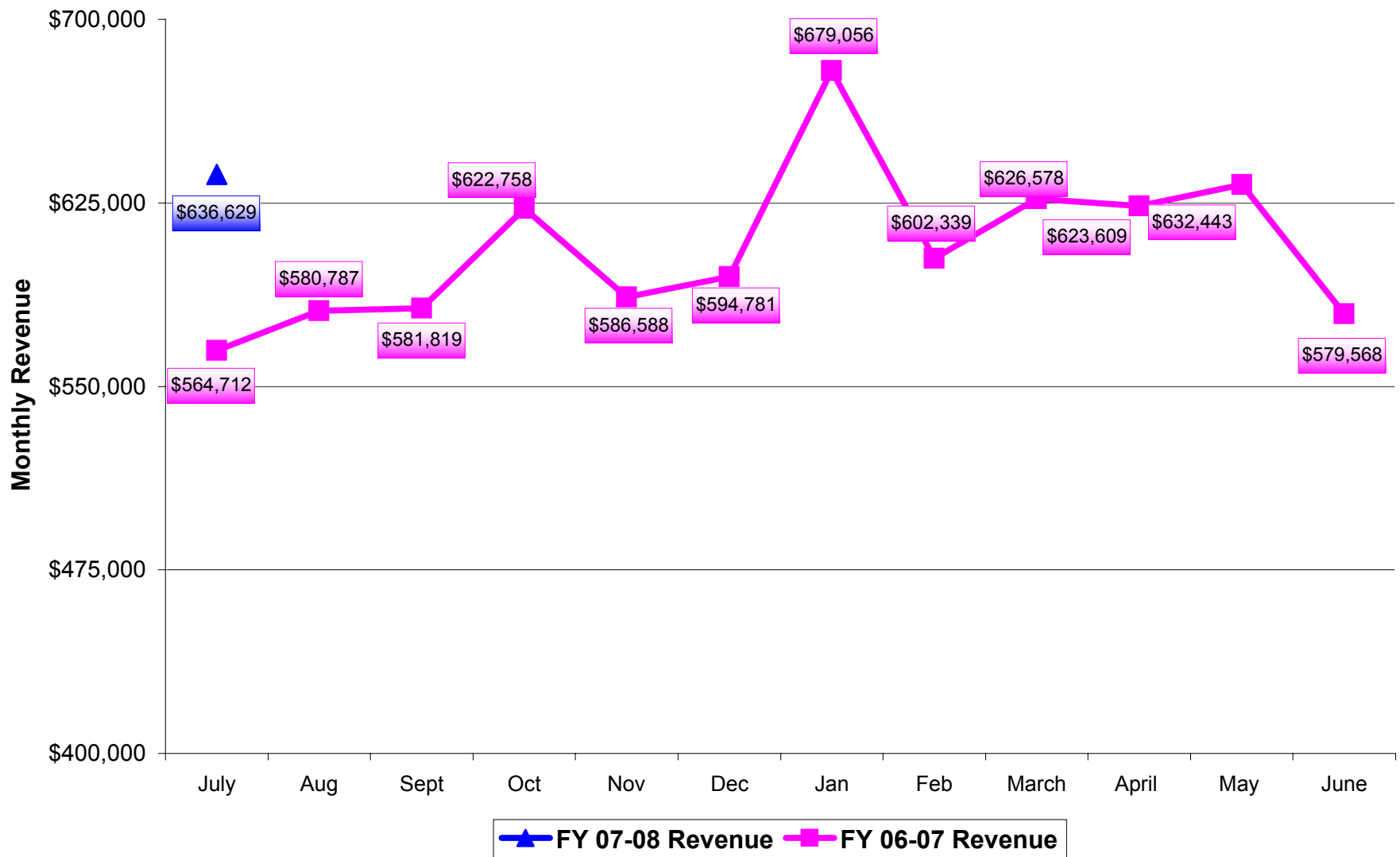


Chart 2 - SFRTA Riders



**Chart 3 - SFRTA Revenue**





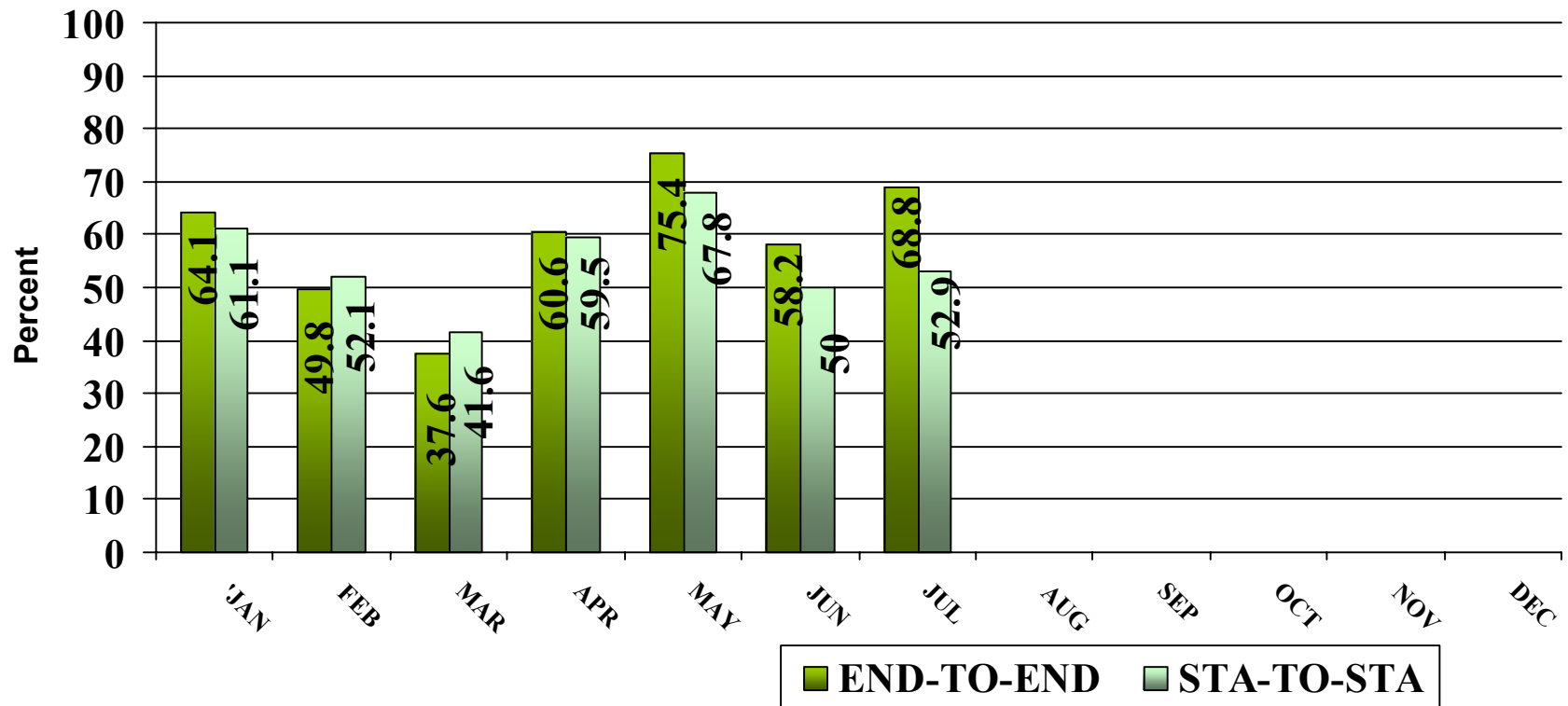


### JULY 2007 ON TIME PERFORMANCE - CAUSAL ANALYSIS SUMMARY

<b>OTP End To End</b>			<b>68.8%</b>
<b>OTP Station To Station</b>			<b>52.9%</b>
	<b>NUMBER OF INCIDENTS</b>	<b>NUMBER OF LATE TRAINS</b>	<b>PERCENT OF TOTAL TRAINS</b>
<b>DELAY CAUSES</b>			
PD/FD Activity	0	0	0.0%
<b>SUB-TOTAL</b>	<b>0</b>	<b>0</b>	<b>0.0%</b>
<b>CSX AGREEMENT</b>			
CSX FRIEIGHT	6	12	1.0%
LOCAL SWITCHER	10	21	1.7%
JAX DISPATCHER	2	3	0.2%
MOW	18	62	5.1%
<b>SUB-TOTAL</b>	<b>36</b>	<b>98</b>	<b>8.1%</b>
<b>OUTSIDE CSX</b>			
COMMUNICATIONS	1	1	0.1%
SIGNALS-COMP.	16	62	5.1%
CSX OPERATIONS	0	0	0.0%
<b>SUB-TOTAL</b>	<b>17</b>	<b>63</b>	<b>5.2%</b>
<b>Bombardier Mechanical</b>	<b>12</b>	<b>32</b>	<b>2.6%</b>
<b>Veolia Transportation</b>	<b>2</b>	<b>4</b>	<b>0.3%</b>
<b>AMTRAK</b>	<b>10</b>	<b>15</b>	<b>1.2%</b>
<b>FEC DELAY</b>	<b>10</b>	<b>16</b>	<b>1.3%</b>
<b>NEW RIVER BRIDGE</b>	<b>0</b>	<b>0</b>	<b>0.0%</b>
<b>WEATHER</b>	<b>9</b>	<b>57</b>	<b>4.7%</b>
<b>ROW FOUL</b>	<b>1</b>	<b>3</b>	<b>0.2%</b>
<b>SFRTA TRANSPORTATION</b>	<b>17</b>	<b>34</b>	<b>2.8%</b>
<b>OTHER</b>	<b>4</b>	<b>6</b>	<b>0.5%</b>
<b>3rd PARTY</b>	<b>8</b>	<b>23</b>	<b>1.9%</b>
<b>DMU MECHANICAL</b>	<b>11</b>	<b>23</b>	<b>1.9%</b>
<b>BRIDGE SIGNALS</b>	<b>1</b>	<b>4</b>	<b>0.3%</b>
<b>NBC MOW</b>	<b>0</b>	<b>0</b>	<b>0.0%</b>
<b>NBCDISPATCHER</b>	<b>0</b>	<b>0</b>	<b>0.0%</b>
<b>NBC OTHER</b>	<b>0</b>	<b>0</b>	<b>0.0%</b>
<b>SUB-TOTAL</b>	<b>85</b>	<b>217</b>	<b>17.9%</b>
<b>TRAINS DELAYED</b>		<b>378</b>	<b>31.2%</b>
<b>TRAINS ON TIME</b>		<b>832</b>	<b>68.8%</b>
<b>TOTAL</b>		<b>1210</b>	<b>100.0%</b>

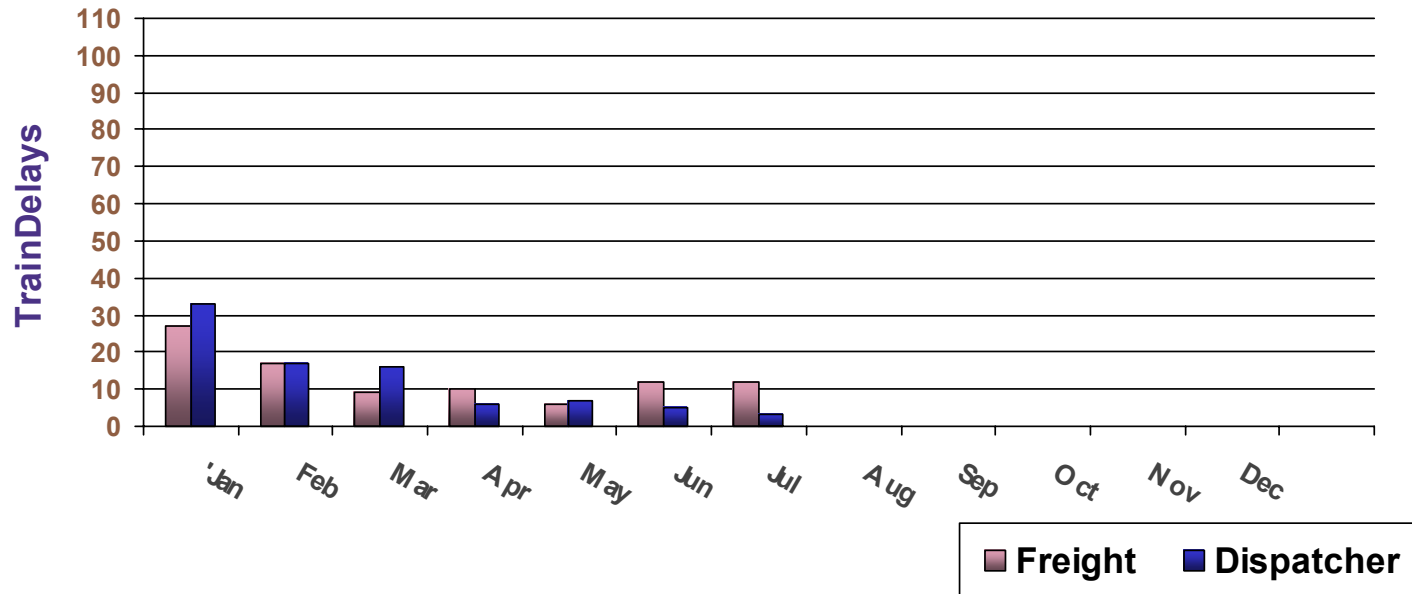


## On-Time Performance Calendar Year 2007



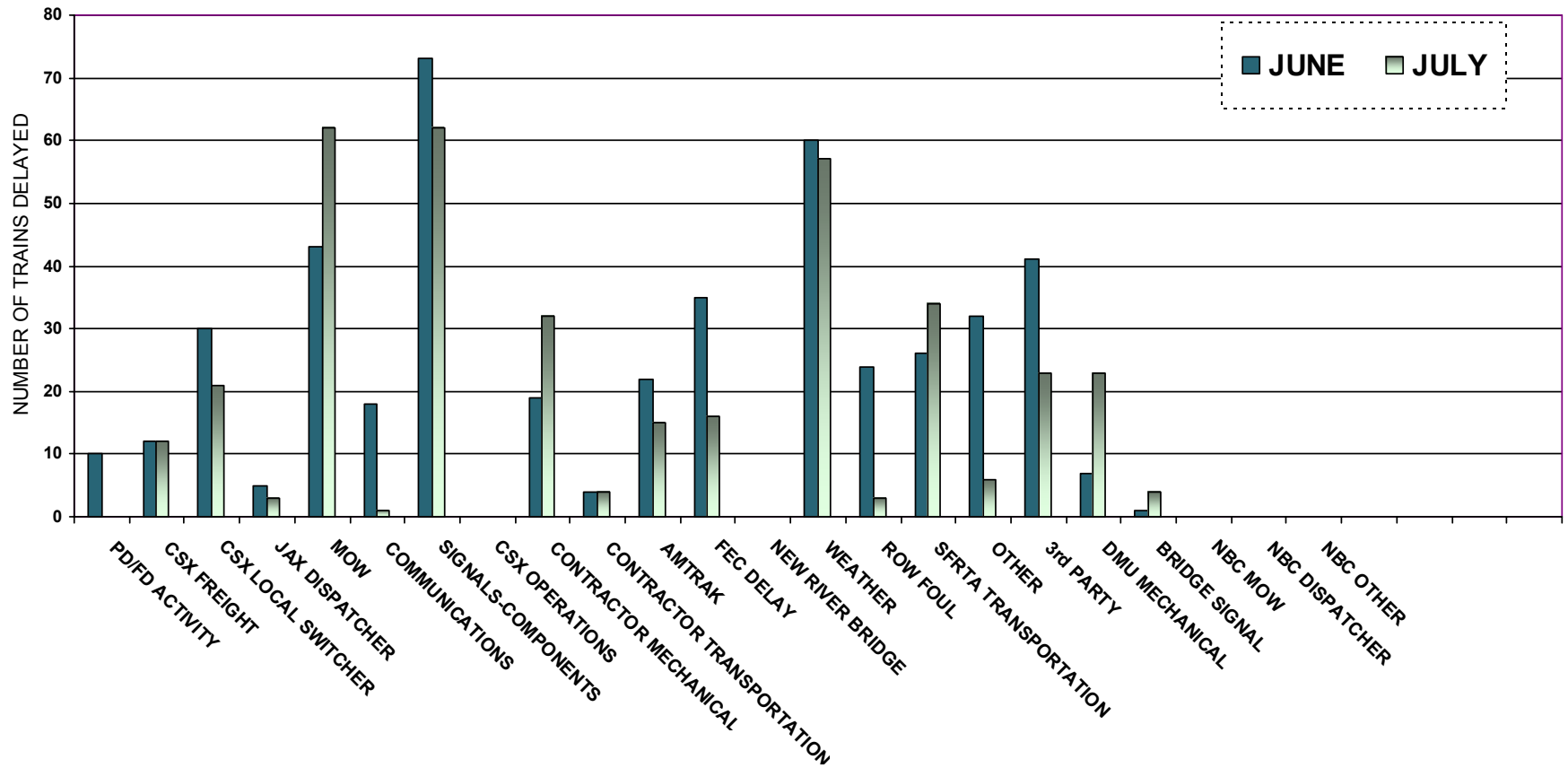


## CSXT JAX Dispatcher & Freight Delays 2007

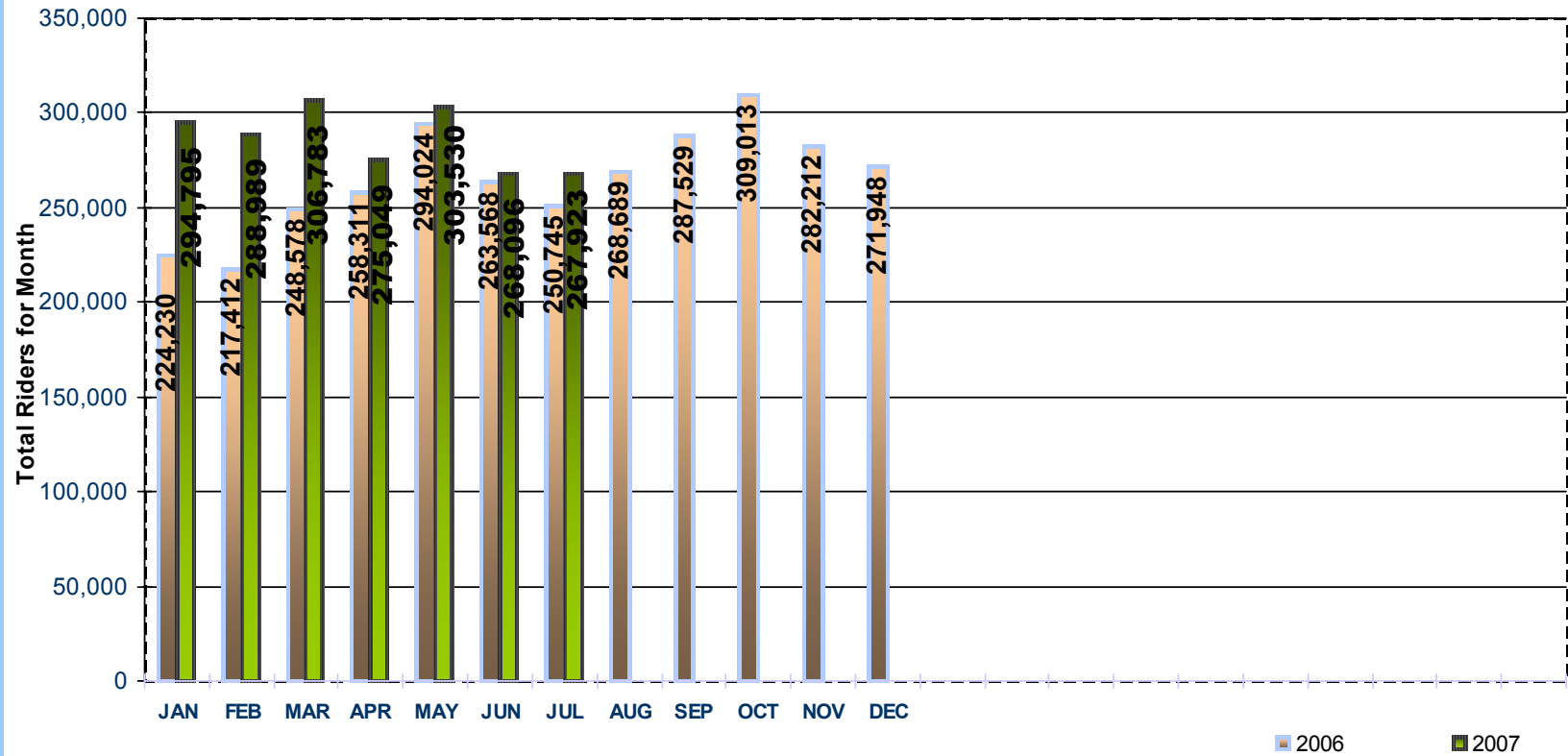




## TRAIN DELAYS 2007

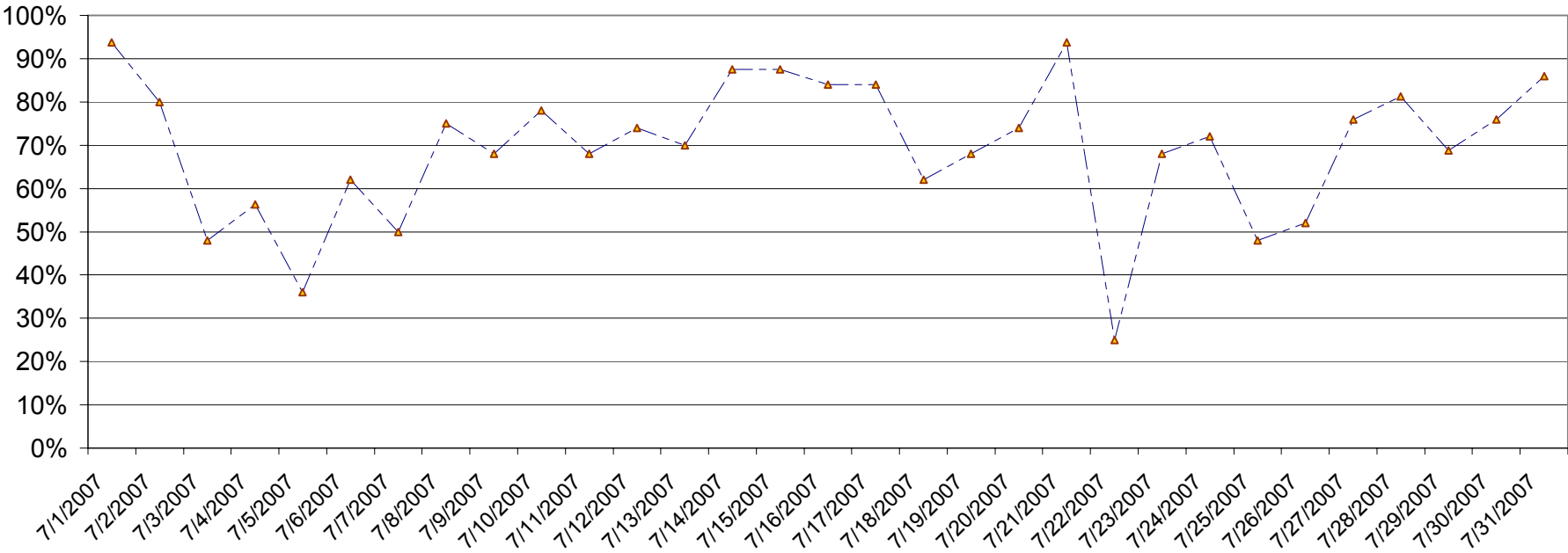


## SFRTA Tri-Rail Monthly Ridership 2007





ON TIME PERFORMANCE  
END TO END JULY - 2007



## **AGENDA ITEM D**

### **SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY MARKETING DEPARTMENT MONTHLY SUMMARY FOR JULY 2007 GOVERNING BOARD MEETING August 24, 2007**

#### **EMPLOYER DISCOUNT PROGRAM**

The Employer Discount Program (EDP) added 28 new employers and 222 new employees during the month of July.

- The total number of EDP tickets recorded as sold in July was TO COME- and the total revenue generated was reported as \$TO COME

The following companies joined the Employer Discount Program (EDP) in July:

<b>Employer</b>	<b>City</b>	<b>Enroll Date</b>
Kauff's Truck & Trailer	Lake Park	7-03-07
Shaked & Biondo, P.A.	Miami	7-05-07
President Supermarket #7	Lake Worth	7-05-07
F.I.R.M. Realty	Hollywood	7-05-07
Mega Color	Deerfield Beach	7-10-07
WCS Lending, LLC	Fort Lauderdale	7-10-07
Richard & Rice Construction Co., Inc.	Deerfield Beach	7-12-07
Whole Foods Market – Florida Region	Fort Lauderdale	7-13-07
Southern Cross Aviation, LLC	Fort Lauderdale	7-16-07
Palm Beach Towers	Riviera Beach	7-16-07
Viking Yacht Service Center	Riviera Beach	7-16-07
Triumph Professional Staffing	Fort Lauderdale	7-16-07
FX Solutions, LLC	Fort Lauderdale	7-16-07
Chalks Ocean Airways	Fort Lauderdale	7-17-07
Gulfstream Goodwill Industries, Inc.	West Palm Beach	7-17-07
Global Response Corporation	Margate	7-18-07
Global Response Corporation	Fort Lauderdale	7-18-07
Child Net	Plantation	7-18-07
Roadhouse Grill/Duffy's Sports Grill	Palm Beach Gardens	7-19-07
Bel Sueno, Inc.	West Palm Beach	7-19-07
Chernoff Sales, Inc.	Pompano Beach	7-24-07
Sunteck Transport Company, Inc.	Boca Raton	7-27-07
A Pain Clinic of West Palm Beach	Boynton Beach	7-30-07
Venicom, Inc.	Deerfield Beach	7-30-07
Northern Trust, NA	Miami	7-30-07
Metritek, LLLP	Boca Raton	7-31-07
Shop Works, LLC	Fort Lauderdale	7-31-07

## **EDP SALES MISSIONS**

### **July:**

American Research Chemicals	Davie
Broward County Security	Pompano Beach
FDOT/Florida Turnpike Enterprises	Boca Raton
Servitrac, Inc.	Fort Lauderdale
Northern Trust, NA	Miami
Child Net	Fort Lauderdale
AT&T	Fort Lauderdale
Regent Seven Seas Cruises	Fort Lauderdale
Road House Grill/Duffy Sports	Palm Beach Gardens
Sunteck Transport Company, Inc.	Boca Raton
Bristol West Holdings	Hollywood
Columbia Hospital	West Palm Beach
Mega Color	Deerfield Beach
WCS Lending, LLC	Fort Lauderdale
Richard & Rice Construction Company, Inc.	Deerfield Beach
Gulfstream Goodwill Industries, Inc.	West Palm Beach
Chernoff Sales, Inc.	Pompano Beach
Shaked & Biondo, P.A.	Miami
Global Response	Margate

## **GETTING YOU THERE ON THE DOUBLE**

### **UPDATE???**

Plans for a major marketing campaign to support the new schedule were finalized in May in anticipation of a June 4<sup>th</sup> launch. Components include a full page wrap of the three major daily newspapers and their Spanish-language subsidiaries, radio and TV ads, mailings to area chamber of commerce members, advertising in publications targeting Hispanic and African-American communities, and a partnership with Dunkin' Donuts.

## **RAIL~VOLUTION**

### **UPDATES?**

Marketing staff continued to support the Rail~Volution effort by finalizing plans for mobile workshops and producing fund-raising collaterals.

## **NATIONAL COUNCIL OF LA RAZA EXPO**

Marketing staff members promoted the Employer Discount Program (EDP) during a two-day Hispanic outreach event.



## **PALM BEACH LEAGUE OF CITIES**

Marketing staff members assisted the Planning Department in promoting public transit and travel by train during this event.

## **TRAVEL TRAINING**

A Marketing staff member accompanied the Broward County Transit's Paratransit Travel Trainer during a trip on Tri-Rail and Metrorail. The purpose of the trip was to gain insight into the needs of travelers with disabilities when using Tri-Rail and connecting systems. Both Miami VA Hospital and Jackson Memorial were visited as part of this trip.

## **ONGOING COMMUNITY OUTREACH EVENTS**

### **STUDENT OUTREACH**

Marketing staff participated in three Florida Atlantic University's (FAU's) Student Orientation sessions to inform students of their transportation options.

### **DOWNTOWN FORT LAUDERDALE TMA (DFTL/TMA)**

Marketing staff assisted in July's DFTL/TMA activities.



## **EXECUTIVE SUMMARY BUDGETED INCOME STATEMENT**

**July 2007**

### **Budgeted Income Statement**

#### **Revenue:**

For July 2007 year-to-date (YTD) actual revenue is up \$47,125 or 8 % when compared to the FY 2007/08 YTD budgeted revenue. Actual revenue is also up \$82,531.00 or 14% when compared to the FY 2006/07 YTD actual revenue. This can be attributed to an increase in service as well as ridership. SFRTA is still within budget as actual expenses for the year was \$289,344 below budget. (see Expenses below).

#### **Expenses:**

Currently, expenses are \$289,344 or 5% below budget. All expenses are well within budget. As of July 1, 2007, the price of fuel was budgeted at \$2.50 per gallon. Currently as of July 1, 2007, the average price of fuel per gallon is \$2.27. Staff will continue to monitor the price of fuel.

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY**  
**BUDGETED INCOME STATEMENT**  
**7/01/07 TO 7/31/07**

<b>REVENUE</b>	<b>JULY 2007 ACTUAL REVENUES</b>	<b>YTD ACTUAL REVENUES</b>	<b>YTD BUDGETED REVENUES</b>	<b>OVER (UNDER) BUDGET</b>	<b>2007-08 ANNUAL BUDGET</b>	<b>BUDGET AVAILABLE</b>
Train Revenue	\$636,629	\$636,629	\$600,493	\$36,136	\$7,880,853	\$7,244,224
Interest Income / Other Income	30,989	30,989	20,000	10,989	150,000	119,011
Advertising Revenue/Other Revenue	-	-	-	-	-	-
<b>TOTAL TRAIN REVENUE</b>	<b>\$667,618</b>	<b>\$667,618</b>	<b>\$620,493</b>	<b>\$47,125</b>	<b>\$8,030,853</b>	<b>\$7,363,235</b>
<b>OPERATING ASSISTANCE</b>						
FDOT Operating JPA	1,796,631	1,796,631	1,950,000	(153,369)	\$13,100,850	11,304,219
FDOT Feeder Service JPA	196,000	196,000	259,159	(63,159)	3,109,909	2,913,909
FDOT Contracted Dispatch Service	289,000	289,000	300,248	(11,248)	3,502,977	3,213,977
FHWA	1,197,754	1,197,754	1,225,000	(27,246)	4,000,000	2,802,246
FTA Assistance	996,000	996,000	1,077,447	(81,447)	13,428,248	12,432,248
Counties Contribution	-	-	-	-	13,100,850	13,100,850
Broward Co. Feeder Service	-	-	-	-	624,483	624,483
Other Local Funding	-	-	-	-	100,000	100,000
<b>TOTAL ASSISTANCE</b>	<b>\$4,475,385</b>	<b>\$4,475,385</b>	<b>\$4,811,854</b>	<b>(\$336,469)</b>	<b>\$50,967,317</b>	<b>\$46,491,932</b>
<b>TOTAL REVENUE</b>	<b>\$5,143,003</b>	<b>\$5,143,003</b>	<b>\$5,432,347</b>	<b>(\$289,344)</b>	<b>\$58,998,170</b>	<b>\$53,855,167</b>

<b>EXPENSES</b>	<b>JULY 2007 ACTUAL EXPENSES</b>	<b>YTD ACTUAL EXPENSES</b>	<b>YTD BUDGETED EXPENSES</b>	<b>(OVER) UNDER BUDGET</b>	<b>2007-08 ANNUAL BUDGET</b>	<b>BUDGET AVAILABLE</b>
Train Operations	3,373,872	3,373,872	3,545,542	171,669	35,456,501	32,082,629
Personnel Services	746,114	746,114	780,418	34,304	9,365,019	8,618,905
Train Fuel Contract	457,018	457,018	463,254	6,236	5,559,047	5,102,029
Feeder Service	240,457	240,457	244,533	4,075	3,834,392	3,593,935
General & Administrative Expenses	187,158	187,158	189,928	2,770	2,279,139	2,091,981
Marketing Expenses	74,084	74,084	85,173	11,089	1,022,072	947,988
Professional Fees	87,500	87,500	115,167	27,667	1,382,000	1,294,500
Reserve	-	-	41,667	41,667	500,000	500,000
Expenses Transferred to Capital	(23,200)	(23,200)	(33,333)	(10,133)	(400,000)	(376,800)
<b>TOTAL EXPENSES</b>	<b>\$5,143,003</b>	<b>\$5,143,003</b>	<b>\$5,432,347</b>	<b>\$289,344</b>	<b>\$58,998,170</b>	<b>\$53,855,167</b>



## **FINANCE & INFORMATION TECHNOLOGY EXECUTIVE SUMMARY**

### **INVOICES OVER \$2,500**

During July 2007, the SFRTA Accounts Payable division processed 92 invoices totaling \$2,564,740.74 and disbursed 205 checks, excluding payroll, totaling \$5,183,995.48.

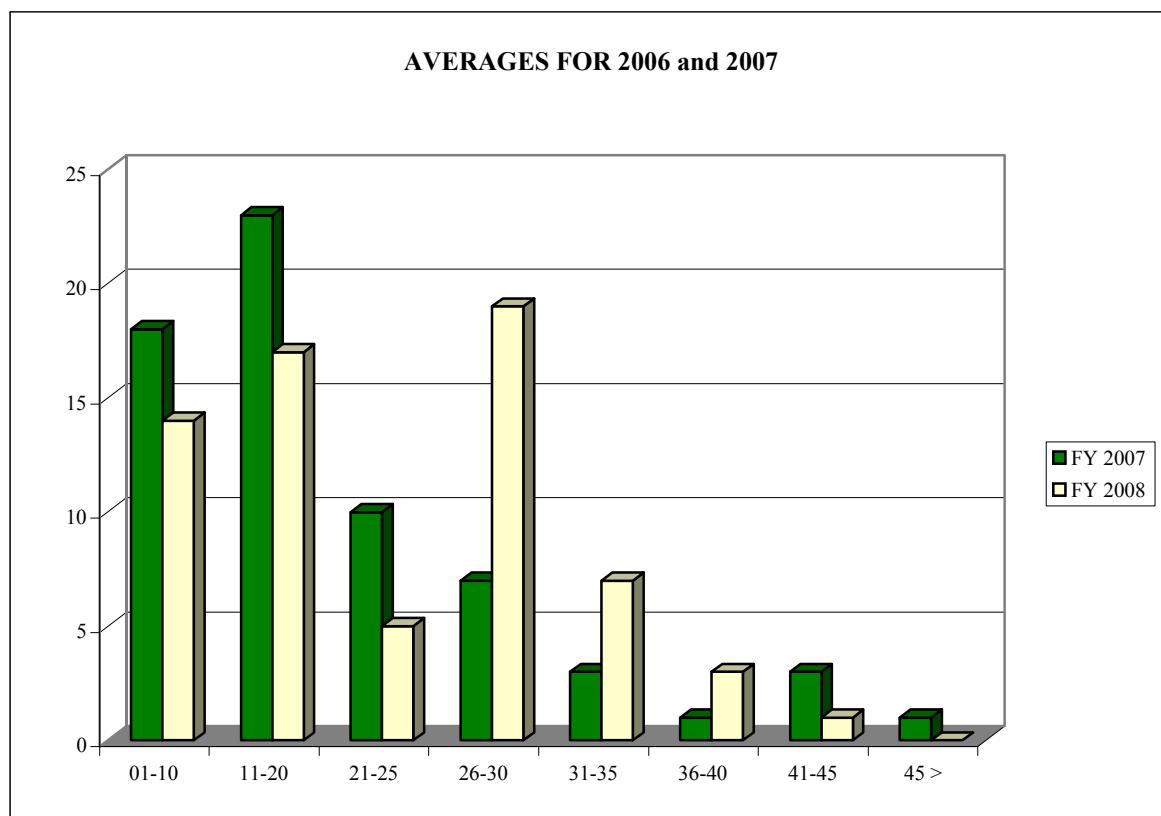
Invoices over \$2,500 represent 33.0% (66 checks) of all invoices processed in the month of July, and represent 99.0% of the value (\$5,103,624.55) of all checks processed in July 2007.

Accounts Payable processed 54.5% (36 checks) of the checks over \$2,500 within the 21-25 days, with 83.3% (55 checks) of the checks over \$2,500 processed within 30 days.

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY**  
**PAYMENT CYCLE REPORT - JULY 2007**  
**FOR INVOICES \$2,500 AND OVER**

AGENDA ITEM NO. F

MONTHLY AVERAGE JULY 2007 TO JUNE 2008		MONTHLY AVERAGE JULY 2006 TO JUNE 2007	
INVOICE CYCLE	% OF TOTAL	INVOICE CYCLE	% OF TOTAL
0 -10 Days	21.2%	0 -10 Days	27.3%
11-20 Days	25.8%	11-20 Days	34.8%
21-25 Days	7.6%	21-25 Days	15.2%
26-30 Days	28.8%	26-30 Days	10.6%
31-35 Days	10.6%	31-35 Days	4.5%
36-40 Days	4.5%	36-40 Days	1.5%
41-45 Days	1.5%	41-45 Days	4.5%
Over 45 Days	0.0%	Over 45 Days	1.5%



**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY**  
**GOVERNING BOARD MEETING: AUGUST 24, 2007**  
**INFORMATION ITEM: PAYMENTS OVER \$2,500**  
**JULY 1 THRU JULY 31, 2007**

RCVD DATE	APPRVD DATE	CHECK DATE	MAILED CHECK	DAYS PROCESS	VENDOR	DESCRIPTION	AMOUNT
<b>OPERATING EXPENSES</b>							
6/13/2007	6/21/2007	7/13/2007	7/13/2007	30	NATIONAL RAILROAD PASSENGERS	Dispatch Svcs -06/01-30/2007	221,946.42
7/6/2007	7/9/2007	7/13/2007	7/13/2007	7	AON RISK SERVICES INC	Starr Excess Lia Ins -07/01/07-07/01/08	68,000.00
7/10/2007	7/10/2007	7/13/2007	7/13/2007	3	SUNTRUST PAYROLL TAXES	SunTrust Payroll Taxes	64,801.81
7/10/2007	7/10/2007	7/13/2007	7/13/2007	3	DEPT OF FINANCIAL SVCS	SFRTA Deferred Compensation	7,054.99
7/13/2007	7/13/2007	7/13/2007	7/13/2007	0	STATE OF FLORIDA GROUP	SFRTA Insurance -07/2007	4,690.00
6/27/2007	7/10/2007	7/11/2007	7/11/2007	14	UNUM LIFE INSURANCE	Long Term Disability -07/2007	3,939.97
7/11/2007	7/11/2007	7/13/2007	7/25/2007	14	AON RISK SERVICES INC	XL Lia Ins - 7/1/06-6/30/08	399,000.00
7/11/2007	7/11/2007	7/13/2007	7/13/2007	2	SUNTRUST PAYROLL TAXES	SunTrust Payroll Taxes	61,383.65
7/11/2007	7/11/2007	7/13/2007	7/13/2007	2	DEPT OF FINANCIAL SVCS	SFRTA Deferred Compensation	7,054.99
7/11/2007	7/11/2007	7/13/2007	7/13/2007	2	FLORIDA DIVISION OF RETIREMENT	SFRTA FRS Contributions -07/2007	45,058.70
7/11/2007	7/11/2007	7/13/2007	7/13/2007	2	STATE OF FLORIDA GROUP	SFRTA Insurance -07/2007	63,840.06
7/11/2007	7/11/2007	7/13/2007	7/13/2007	2	SUNTRUST PAYROLL TAXES	SunTrust Payroll Taxes	64,233.45
7/11/2007	7/11/2007	7/13/2007	7/13/2007	2	DEPT OF FINANCIAL SVCS	SFRTA Deferred Compensation	7,127.47
7/11/2007	7/11/2007	7/13/2007	7/13/2007	2	STATE OF FLORIDA GROUP	SFRTA Insurance -07/2007	4,805.00
7/3/2007	7/3/2007	7/3/2007	7/9/2007	6	PROLOGIS TRUST	Office Rent/Suite 100 & 200	50,497.91
6/6/2007	6/7/2007	7/3/2007	7/9/2007	33	UNITED RENTALS HWY TEC	Ext Signage -04/30/2007	7,060.91
6/22/2007	7/2/2007	7/6/2007	7/9/2007	17	WACKENHUT CORPORATION	Wackenhut We -06/04-10/2007	140,169.54
6/14/2007	6/14/2007	7/6/2007	7/9/2007	25	DEPT OF MANAGEMENT SVCS	GG Station Exp -02/01/2007	6,750.00
6/20/2007	7/3/2007	7/10/2007	7/25/2007	35	BV OIL COMPANY	Train Fuel -06/15/2007	220,976.75
6/29/2007	7/2/2007	7/10/2007	7/25/2007	26	FLORDA POWER & LIGHT	FPL MR -05/29/2007 -06/27/2007	3,258.74
6/18/2007	6/24/2007	7/10/2007	7/25/2007	37	HERZOG TRANSIT TRANSIT SERVICE	Misc HSTI Svcs -05/01-31/07	10,234.80
6/22/2007	7/3/2007	7/10/2007	7/25/2007	33	LIMOUSINES OF SOUTH FLORIDA	Brwd Feeder Svcs -06/1-15/2007	88,440.00
7/1/2007	7/8/2007	7/10/2007	7/25/2007	24	ONE ON ONE PROMOTIONS	Mrkt Promo Items -04/10/07	3,110.00
6/28/2007	7/2/2007	7/10/2007	7/25/2007	27	WACKENHUT CORPORATION	Wackenhut We -06/18-24/2007	72,338.09
6/28/2007	7/5/2007	7/10/2007	7/25/2007	27	CBS4 WFOR-TV	Mrkt TV promo -06/06/2007 -06/15/2007	9,987.50
6/22/2007	7/5/2007	7/10/2007	7/25/2007	33	WPTV-5	Mrkt Promo -05/28/2007 -06/17/2007	10,000.00
6/29/2007	7/5/2007	7/10/2007	7/25/2007	26	SUNBEAM TELEVISION CORPORATION	Mrkt Promo -06/06-19/2007	10,200.00
6/28/2007	7/5/2007	7/10/2007	7/25/2007	27	WXEL TV/FM	Mrkt Promo -03/26/2007 -06/24/2007	3,076.92
6/26/2007	7/9/2007	7/10/2007	7/25/2007	29	ACORDIA WPB DIVISION	Work Comp Ins. -07/01/2007	3,902.76
7/6/2007	7/9/2007	7/10/2007	7/25/2007	19	AON RISK SERVICES INC	Lloyds London RR Lia Ins -7/1/07-6/30/08	876,487.00
6/14/2007	7/6/2007	7/13/2007	7/25/2007	41	MERIDIAN MANAGEMENT CORPORATION	Station Maint -05/01-31/2007	131,479.45
6/18/2007	6/25/2007	7/18/2007	7/25/2007	37	ACORDIA WPB DIVISION	Work Comp Ins -06/01/2007	3,902.75
6/26/2007	7/2/2007	7/18/2007	7/25/2007	29	ACS	TVM Comp Software -06/2007	21,960.35
7/13/2007	7/13/2007	7/18/2007	7/25/2007	12	AMERICAN PUBLIC TRANSPORTATION	APTA Dues -FY08	40,568.00
7/10/2007	7/13/2007	7/18/2007	7/25/2007	15	BERGMANN ASSOCIATES INC.	Interim Track Inspection and Reporting for NRB	33,192.85

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY**  
**GOVERNING BOARD MEETING: AUGUST 24, 2007**  
**INFORMATION ITEM: PAYMENTS OVER \$2,500**  
**JULY 1 THRU JULY 31, 2007**

RCVD DATE	APPRVD DATE	CHECK DATE	MAILED CHECK	DAYS PROCESS	VENDOR	DESCRIPTION	AMOUNT
7/6/2007	7/10/2007	7/18/2007	7/25/2007	19	BITNER GOODMAN	Mrkt /PR Svcs -06/18/2007	126,038.27
6/26/2007	7/10/2007	7/18/2007	7/25/2007	29	DIGITAL PRINTING SYSTEM	TVM Tkt Printing Svcs -04/26/2007	7,710.00
7/9/2007	7/9/2007	7/18/2007	7/25/2007	16	FLORIDA POWER & LIGHT	FPL -07/07	8,762.27
6/18/2007	7/2/2007	7/18/2007	7/25/2007	37	HERZOG TRANSIT TRANSIT SERVICE	Base Comp Svcs-05-16/31/2007	646,886.00
6/22/2007	7/6/2007	7/18/2007	7/25/2007	33	MERIDIAN MANAGEMENT CORPORATION	Off Supp -03/26/2207	7,449.55
7/6/2007	7/10/2007	7/18/2007	7/25/2007	19	NBC 6 (WTVJ-TV)	Mrk Promo -06/04-18/2007	9,987.50
<b>OPERATING EXPENSES</b>							
7/6/2007	7/11/2007	7/18/2007	7/25/2007	19	RESPECT OF FLORIDA	Janitor Svc -06/2007	3,531.90
7/6/2007	7/10/2007	7/18/2007	7/25/2007	19	RITTERS PRINTING	Mrkt Printing -06/29/2007	6,558.35
7/6/2007	7/9/2007	7/18/2007	7/25/2007	19	TYLER WORKS/EDEN DIVISION	Bid & Quote Module -05/08-10/2007	5,164.81
7/9/2007	7/9/2007	7/20/2007	7/25/2007	16	BELLSOUTH	Reg Summ -07/2007	24,971.10
7/16/2007	7/18/2007	7/25/2007	8/1/2007	16	ACS	AFC (TVM) Software Support	13,060.00
7/6/2007	7/20/2007	7/25/2007	8/1/2007	26	BV OIL COMPANY	Train Fuel -06/29/2007	204,248.37
7/18/2007	7/19/2007	7/25/2007	8/1/2007	14	FLORIDA POWER & LIGHT	Station Utilities -07/07	10,117.32
7/13/2007	7/20/2007	7/25/2007	8/1/2007	19	LIMOUSINES OF SOUTH FLORIDA	Brwd Feeder Svcs -06/16-30/2007	83,253.75
7/3/2007	7/20/2007	7/25/2007	8/1/2007	29	MERIDIAN MANAGEMENT CORPORATION	Station Maint -06/28/2007	30,008.00
7/6/2007	7/20/2007	7/25/2007	8/1/2007	26	VEOLIA TRANSPORTATION	Mobilization -06/2007	151,099.75
7/11/2007	7/17/2007	7/25/2007	8/1/2007	21	WACKENHUT CORPORATION	Wackenhut W/E -07/01/07	91,571.45
7/27/2007	7/27/2007	7/27/2007	8/1/2007	5	PROLOGIS TRUST	Office Rent/Suites100 & 200 -08/07	50,497.91
7/10/2007	7/16/2007	7/20/2007	7/20/2007	10	RAIL VOLUTION	Rail Volution Host City Contribution -2007	20,000.00
				<b>54</b>	<b>TOTAL OPERATING EXPENDITURES</b>		<b><u>4,271,447.13</u></b>

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY**  
**GOVERNING BOARD MEETING: AUGUST 24, 2007**  
**INFORMATION ITEM: PAYMENTS OVER \$2,500**  
**JULY 1 THRU JULY 31, 2007**

RCVD DATE	APPRVD DATE	CHECK DATE	MAILED CHECK	DAYS PROCESS	VENDOR	DESCRIPTION	AMOUNT
<b>CAPITAL EXPENDITURES</b>							
6/28/2007	6/28/2007	7/27/2007	7/27/2007	29	DMJM HARRIS	Seg 5 Consult Svcs -05/08/2007	80,632.63
6/28/2007	6/28/2007	7/27/2007	7/27/2007	29	DMJM HARRIS	Seg 5 Consult Svcs -05/10/2007	55,968.32
7/2/2007	7/2/2007	7/27/2007	7/27/2007	25	DMJM HARRIS	NRB Consult Svcs -05/2007	60,138.78
7/11/2007	7/20/2007	7/31/2007	7/31/2007	20	MID AMERICA CAR INC.	Loco Overhaul GP49 -06/30/2007	172,310.44
6/4/2007	6/22/2007	7/6/2007	7/9/2007	35	BERGMANN ASSOCIATES INC.	Hialeah Yrd Eng House Roof Assessment -07/07	6,043.44
6/27/2007	7/2/2007	7/18/2007	7/25/2007	28	MERIDIAN MANAGEMENT CORPORATION	Hurricane Station Maint -06/20/2007	6,144.22
6/22/2007	6/27/2007	7/18/2007	7/25/2007	33	PARSONS TRANSPORTATION	Gen Consult Svc -05/25/2007	4,683.16
6/25/2007	7/17/2007	7/18/2007	7/25/2007	30	DELL	Comp Equip -05/15/2007	8,286.09
7/10/2007	7/20/2007	7/25/2007	8/1/2007	22	BERGMANN ASSOCIATES INC.	Hialeah yard Engine Roof -05/12/2007 -06/29/2007	4,930.99
7/3/2007	7/9/2007	7/25/2007	8/1/2007	29	CARTER AND BURGESS INC.	Legislative Program Services	15,553.15
7/6/2007	7/18/2007	7/25/2007	8/1/2007	26	DELL	Comp Equip -06/25/2007	9,664.50
7/2/2007	7/2/2007	7/25/2007	8/1/2007	30	HERZOG CONTRACTING CORPORATION	NRB Trackwork -06/03/2007	407,821.70
				<b>12</b>	<b>TOTAL CAPITAL EXPENDITURES</b>		<b>832,177.42</b>
				<b>66</b>	<b>TOTAL OPERATING EXPENSES AND CAPITAL EXPENDITURES</b>		<b>5,103,624.55</b>
		<b>Item Total</b>					



**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY  
GOVERNING BOARD MEETING: AUGUST 24, 2007  
INFORMATION ITEM:  
SUMMARY OF PAYMENTS OVER \$2,500  
JULY 01, 2007 TO JULY 31, 2007**

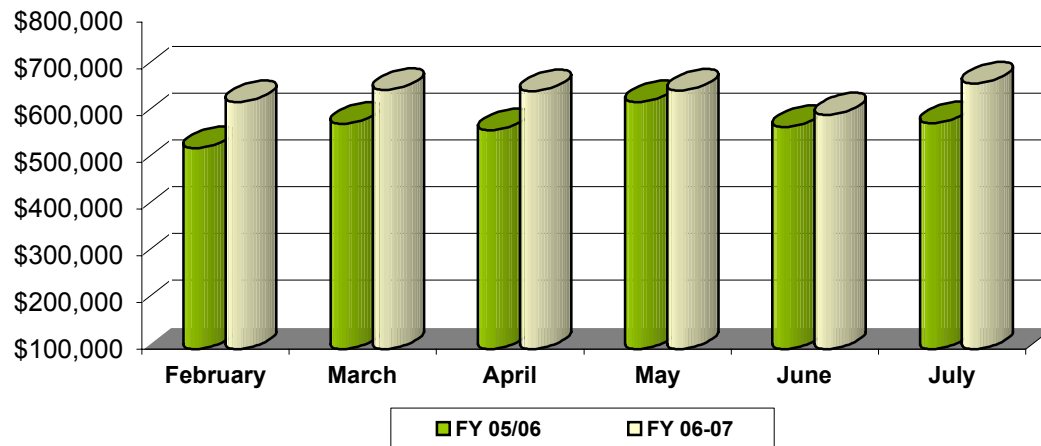
<b>INVOICE CYCLE</b>	<b>NO. CHECKS</b>	<b>PERCENT OF TOTAL</b>	<b>ACCUM %</b>
<b>0-10 days</b>	<b>14</b>	<b>21.2%</b>	<b>21.2%</b>
<b>11-20 days</b>	<b>17</b>	<b>25.8%</b>	<b>47.0%</b>
<b>21-25 days</b>	<b>5</b>	<b>7.6%</b>	<b>54.5%</b>
<b>26-30 days</b>	<b>19</b>	<b>28.8%</b>	<b>83.3%</b>
<b>31-35 days</b>	<b>7</b>	<b>10.6%</b>	<b>93.9%</b>
<b>36-40 days</b>	<b>3</b>	<b>4.5%</b>	<b>98.5%</b>
<b>41-45 days</b>	<b>1</b>	<b>1.5%</b>	<b>100.0%</b>
<b>Over 45 days</b>	<b>0</b>	<b>0.0%</b>	<b>100.0%</b>
<b>TOTAL CHECKS</b>	<b>66</b>	<b>100.0%</b>	

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY  
REVENUE REPORT- JULY 2007**

**REVENUE - JULY 2007**

DESCRIPTION	Jul-06	Jul-07	VARIANCE	%
Weekday Sales	464,038	543,130	79,092	17.0%
Weekend Sales	100,674	93,499	(7,175)	-7.1%
Other Income	18,385	30,989	12,604	68.6%
Total Revenue	583,097	667,618	84,522	14.5%

**Revenue Monthly Trends  
FY 05/06 and FY 06/07**



**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY  
REVENUE REPORT- JULY 2007**

SALES BY TICKET TYPE	JULY 2006		JULY 2007		PERCENT CHANGE <sup>(1)</sup>
Palm Beach Schools	-		-		-
Employer Disc. Program	99,063		111,122		22424.0%
Group Tour Sales	224		225		0%
	99,289				
<b>Station Sales:</b>					
One-Way	182,217		209,873		15.2%
Roundtrip	117,088		133,593		14.1%
12 Trips	31,057		31,985		3.0%
Monthly	39,440		48,600		23.2%
One-Way Discount	40,636		43,635		7.4%
Roundtrip Discount	33,205		33,020		-0.6%
Monthly Discount	21,782		24,576		12.8%
<b>Total Station Sales</b>	465,424		525,282		12.9%
<b>Total Sales</b>	564,712		636,629		12.7%

(1) Percent increase or decrease from previous year

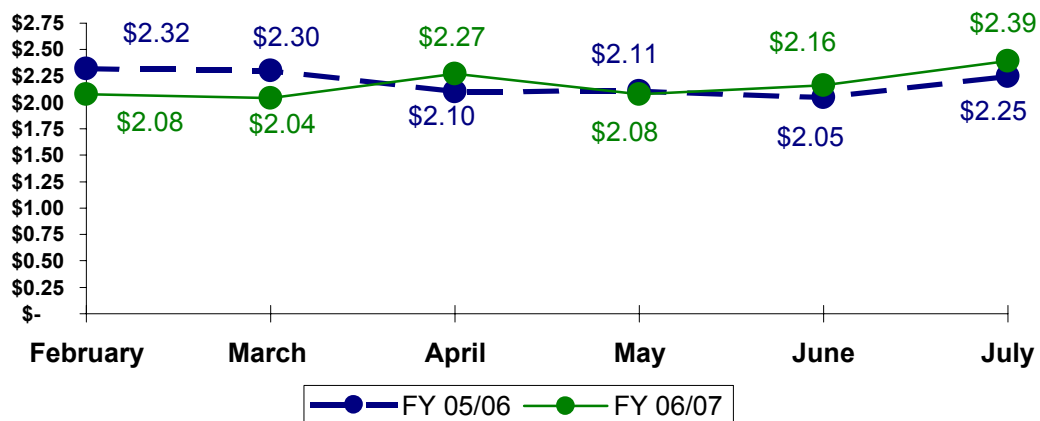
##

**AVERAGE FARE**

2.25

2.39

**Average Fares  
FY 05/06 and FY 06/07**

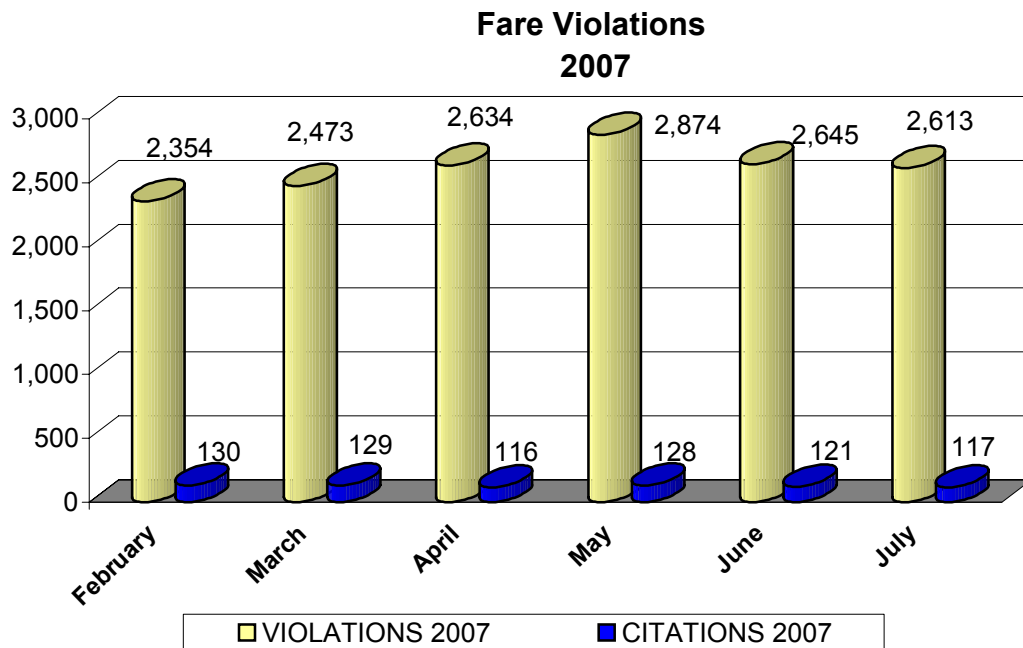


**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY  
FARE EVASION REPORT  
FEBRUARY 2007 THROUGH JULY 2007**

MONTH	TOTAL INSPECTED	TOTAL VIOLATIONS	# OF CITATIONS	# OF WARNINGS	% RIDERS INSPECTED
FEBRUARY 2007	247,655	2,354	130	2,220	86%
MARCH 2007	316,244	2,473	129	2,335	103%
APRIL 2007	316,493	2,634	116	2,509	115%
	632,738				
MAY 2007	353,284	2,874	128	2,741	116%
JUNE 2007	308,831	2,645	121	2,519	115%
JULY 2007	308,224	2,613	117	2,493	116%
AVERAGE	413,912	2,599	124	2,470	109%

**FARE EVASION %**                      **0.85%**

**FINES**    \$            **693**





## Solicitation Status Report July 2007

AGENDA ITEM: H

Solicitation Number	Solicitation Type	Description of Services	Advertise Date	Document Available	Pre-Submittal Conference	Due Date Bids/Proposals	Award Contract
05-722	RFP	Universal Automated Fare Collection System (UAFCS)	31-Mar-06	25-Apr-06	25-Apr-06	TBD	TBD
CANCELLED EFFECTIVE 7/16/07							
		Contract Admin.: B. Guida Proj. Mgr.: R. Matthews					
06-114	RFP	Train Control System for Dispatching on the SFRC	09-Mar-07	15-Mar-07	27-Mar-07	30-Aug-07	28-Sep-07
		Contract Admin.: R. Becker Proj. Mgr.: B. Barkman					



**Contract Actions Executed  
Under The Executive Director's Authority  
For The Month of July 2007**

**AGENDA ITEM NO: I**

Date Signed	Contract /Purchase Order No.	Contract Action	Amount \$	Term
N/A	No Contract Actions were executed by the Executive Director for the month of July, 2007	N/A	N/A	N/A



**Contract Actions Executed  
Under The  
Construction Oversight Committee's Authority  
For The Month of July 2007**

**AGENDA ITEM: J**

Date Signed	Contract No.	Contract Action	Amount \$	Term
N/A	No Contract Actions were executed by the Construction Oversight Committee for the month of July 2007.	N/A	N/A	N/A

**PROPERTY TASK FORCE****PROJECT SCHEDULE**

<b>PROJECT/PROPERTY ISSUES</b>	<b>DATE OF DELEGATION BY BOD</b>	<b>ACTION TO BE TAKEN</b>	<b>DELEGATION TIME-FRAME</b>	<b>BOD MEETING UPDATE</b>
Boca Raton Station Phase II Joint Development	February 23, 07	Return to PC – Report to BOD in 90 days	May 24, 07	May 25, 07
Boca Raton Station Phase II Joint Development – Opus South Corporation Proposal	April 27, 07	Report to BOD in 6 months	October 24, 07	October 26, 07
Cypress Creek Station Parking Proposal	April 27, 07	Report to PC – Report to BOD in 90 days	July 26, 07	July 27, 07
Deerfield Beach Station Joint Access Proposal by York Residential	February 23, 07	NO ACTION		
Delray Beach Redevelopment Plans	February 23, 07	NO ACTION		
Proposed Hallandale Beach Station	February 23, 07	Return to BOD with letter of support	March 23, 07	
Proposed Mangonia Park Lease and Easement Agreement	March 19, 07 Delegated by the Chair	Return to PC – Report to BOD in 60 days Ratified at BOD 3/23/07 meeting	May 18, 07	May 25, 07
Proposed Pompano Park Station	February 23, 07	Requested Proposal from Developer		
Sheridan Street Stationside Village	March 23, 07	NO ACTION		
Station Area Land Use, Zoning & Government-Owned Properties	March 23, 07	Deferred to PC		
Tri-Rail Station Parking and Circulation Study	March 23, 07	Deferred to PC		
West Palm Beach Bus Transfer Facility	March 23, 07	NO ACTION		
West Palm Beach Transit-Oriented Development	March 23, 07	NO ACTION		

Last Update: August 14, 2007



AGENDA REPORT  
SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY  
GOVERNING BOARD MEETING  
August 24, 2007

JUNE RIDERSHIP

Total monthly ridership for June has increased 1.7 % when compared to June of last year. Weekday ridership has decreased by 1.7% for June, while the average weekday ridership in June 2007 was 10,910 per day versus 11,102 per day for 2006. Total weekend ridership has increased by 28.1% when compared to last year. Total Fiscal Year ridership is up by 26.9%.

Revenue is shown in Chart 3. Chart 2 shows ridership month-to-month and Chart 1 combines revenue and ridership month-to-month.

<u>Riders</u>	Actual June 2007	Actual June 2006	June '07 vs. '06 %	FY 07 Rider ship To Date	FY 06 Rider ship To Date	FYTD '07 vs. '06 %
M-F	229,101	233,135	-1.7%	2,889,313	2,287,812	26.3%
Saturday	23,794	16,845	41.3%	256,322	199,745	28.3%
Sunday	15,201	13,588	11.9%	210,943	157,200	34.2%
Holidays	0	0	0.0%	36,316	29,190	24.4%
	268,096	263,568	1.7%	3,392,894	2,673,947	26.9%

Note: Ridership figures are based on daily reports from Herzog.

**Chart 1 - SFRTA Riders and Revenue Trends**

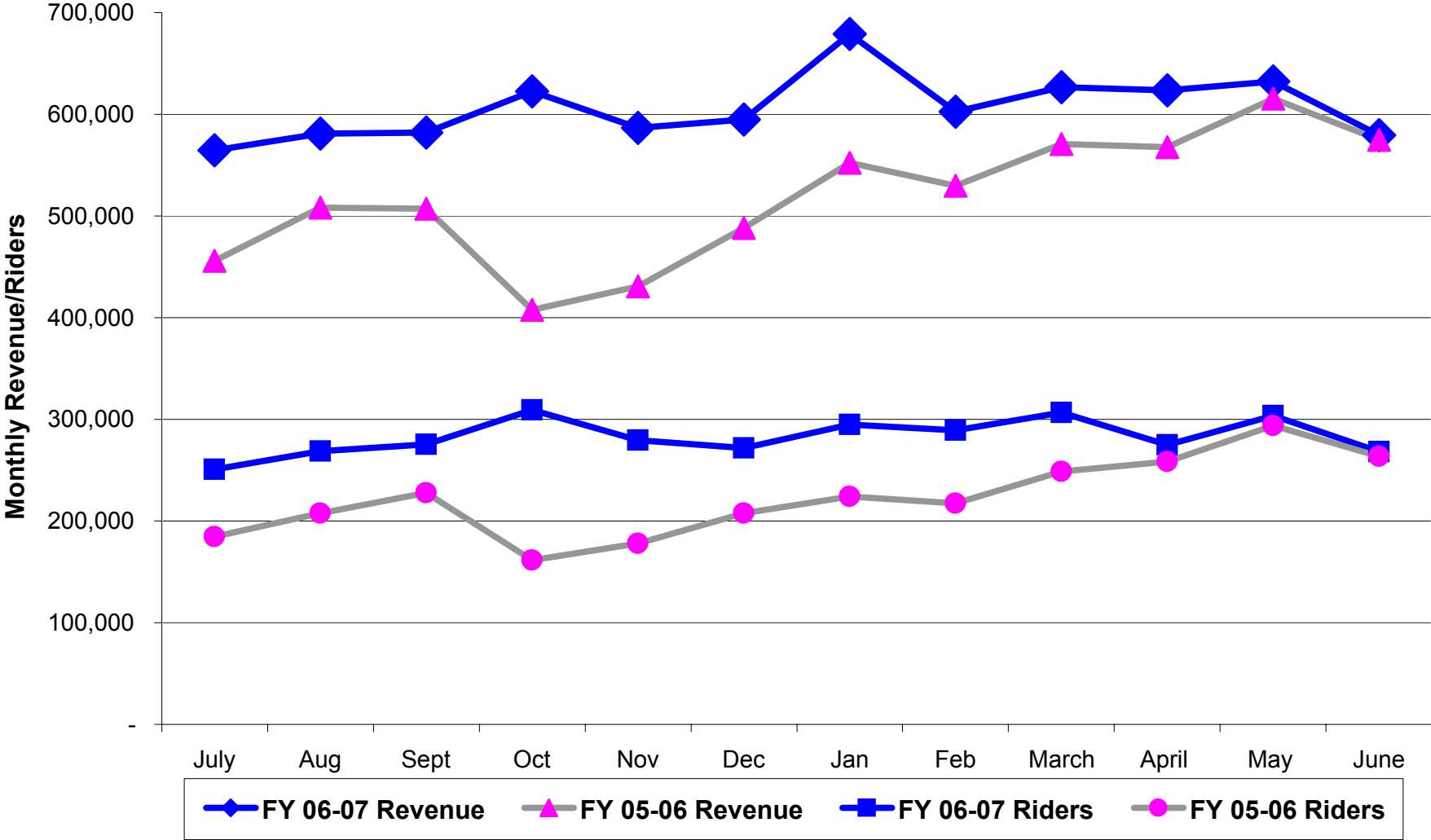


Chart 2 - SFRTA Riders

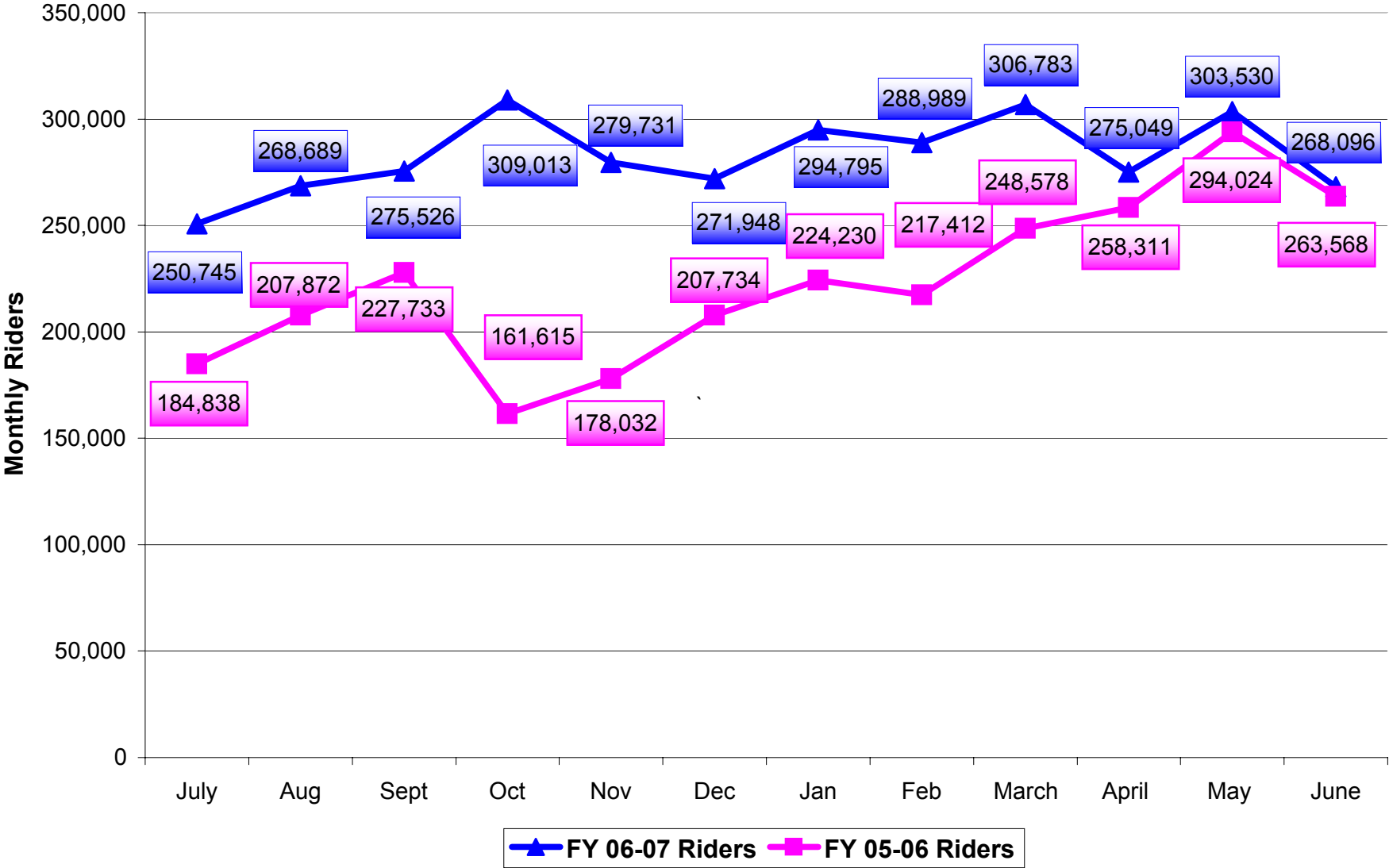
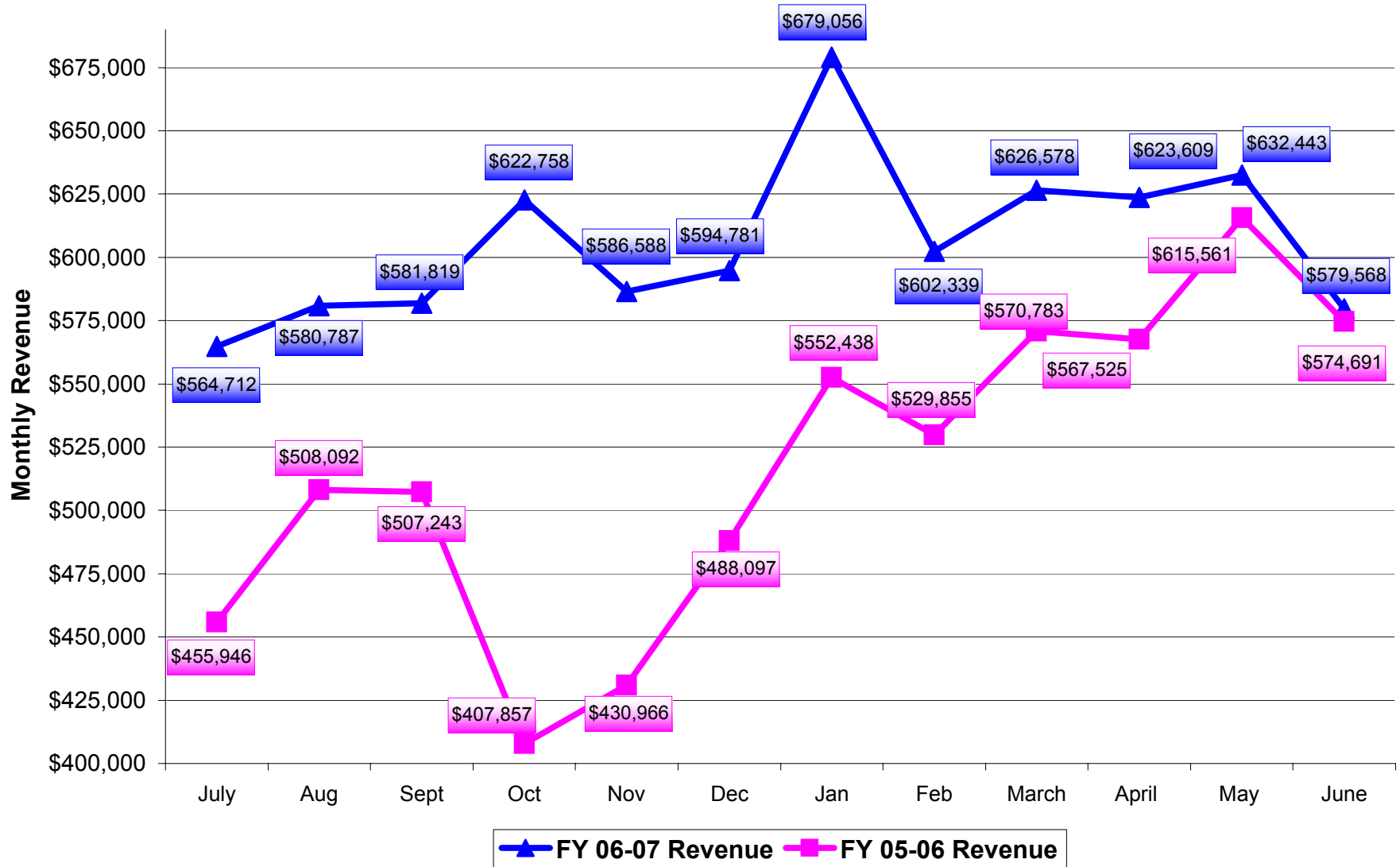


Chart 3 - SFRTA Revenue



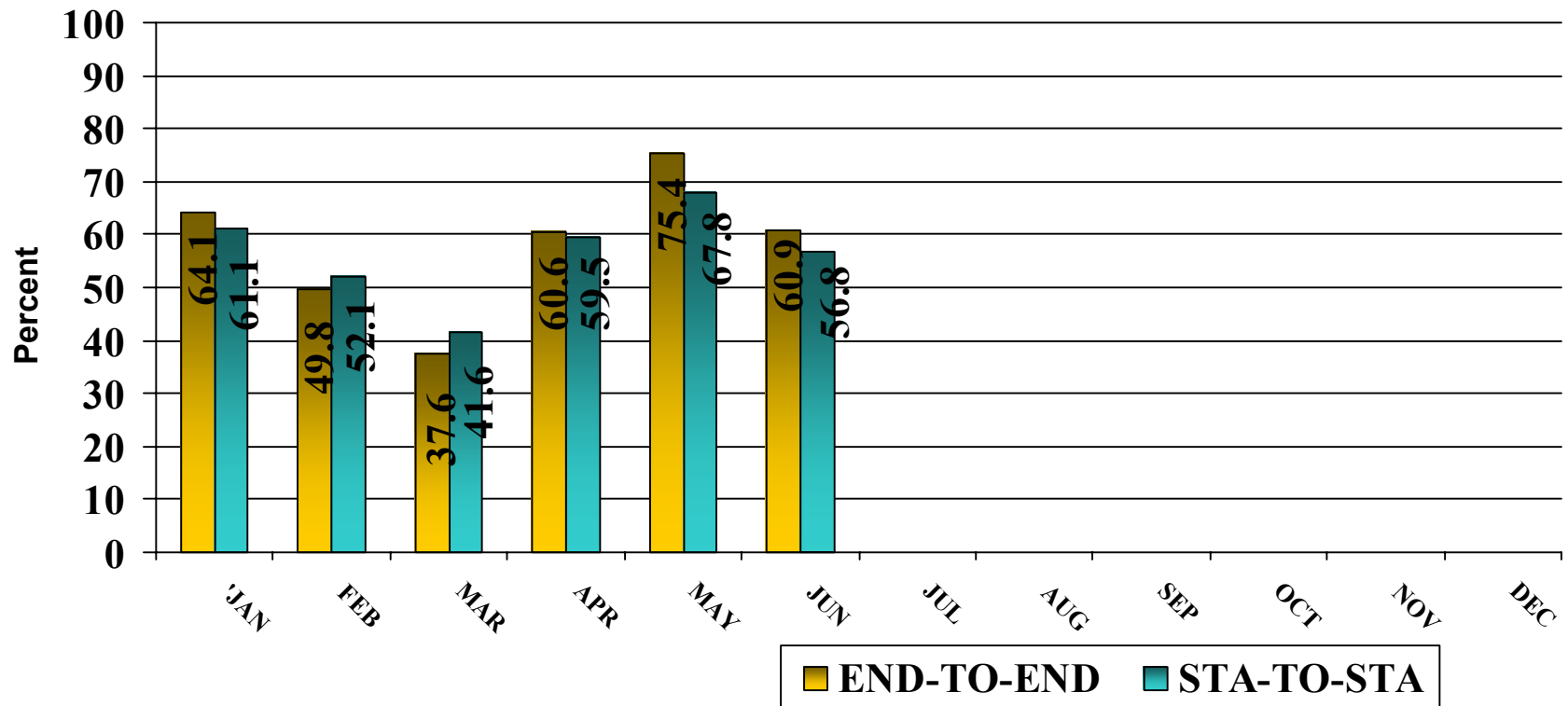


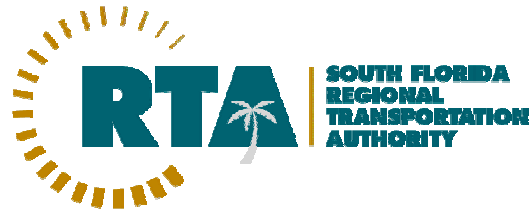
**JUNE 2007 ON TIME PERFORMANCE - CAUSAL ANALYSIS SUMMARY**

<b>OTP End To End</b>			<b>60.9%</b>
<b>OTP Station To Station</b>			<b>56.8%</b>
	<b>NUMBER OF INCIDENTS</b>	<b>NUMBER OF LATE TRAINS</b>	<b>PERCENT OF TOTAL TRAINS</b>
<b>DELAY CAUSES</b>			
PD/FD Activity	2	10	0.8%
<b>SUB-TOTAL</b>	<b>2</b>	<b>10</b>	<b>0.8%</b>
<b>CSX AGREEMENT</b>			
CSX FRIEIGHT	6	12	1.0%
LOCAL SWITCHER	10	30	2.5%
JAX DISPATCHER	4	5	0.4%
MOW	14	43	3.6%
<b>SUB-TOTAL</b>	<b>34</b>	<b>90</b>	<b>7.6%</b>
<b>OUTSIDE CSX</b>			
COMMUNICATIONS	4	18	1.5%
SIGNALS-COMP.	15	73	6.2%
CSX OPERATIONS	0	0	0.0%
<b>SUB-TOTAL</b>	<b>19</b>	<b>91</b>	<b>7.7%</b>
HTSI MECHANICAL	12	19	1.6%
HTSI TRANSPORTATION	2	4	0.3%
AMTRAK	12	22	1.9%
FEC DELAY	11	35	3.0%
NEW RIVER BRIDGE	0	0	0.0%
WEATHER	15	60	5.1%
ROW FOUL	4	24	2.0%
SFRTA TRANSPORTATION	15	26	2.2%
OTHER	12	32	2.7%
3rd PARTY	8	41	3.5%
DMU MECHANICAL	3	7	0.6%
BRIDGE SIGNALS	1	1	0.1%
NBC MOW	0	0	0.0%
NBCDISPATCHER	0	0	0.0%
NBC OTHER	0	0	0.0%
<b>SUB-TOTAL</b>	<b>95</b>	<b>271</b>	<b>22.9%</b>
TRAINS DELAYED		462	39.1%
TRAINS ON TIME		720	60.9%
<b>TOTAL</b>		<b>1182</b>	<b>100.0%</b>

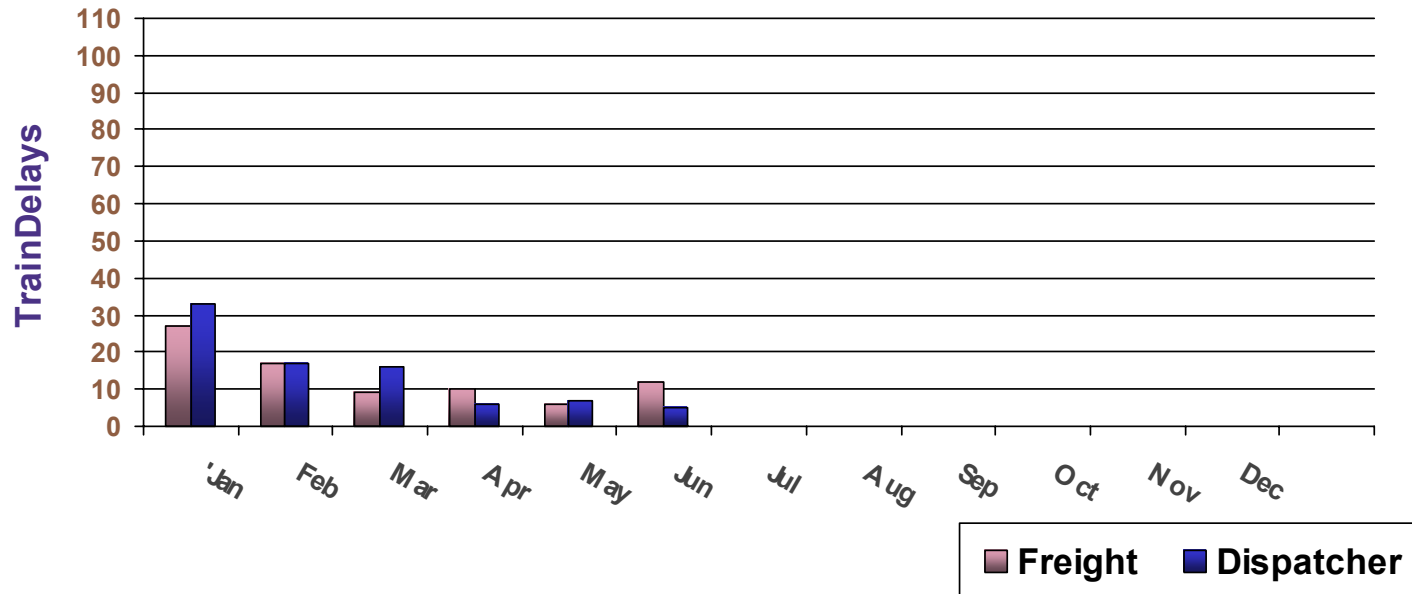


## On-Time Performance Calendar Year 2007



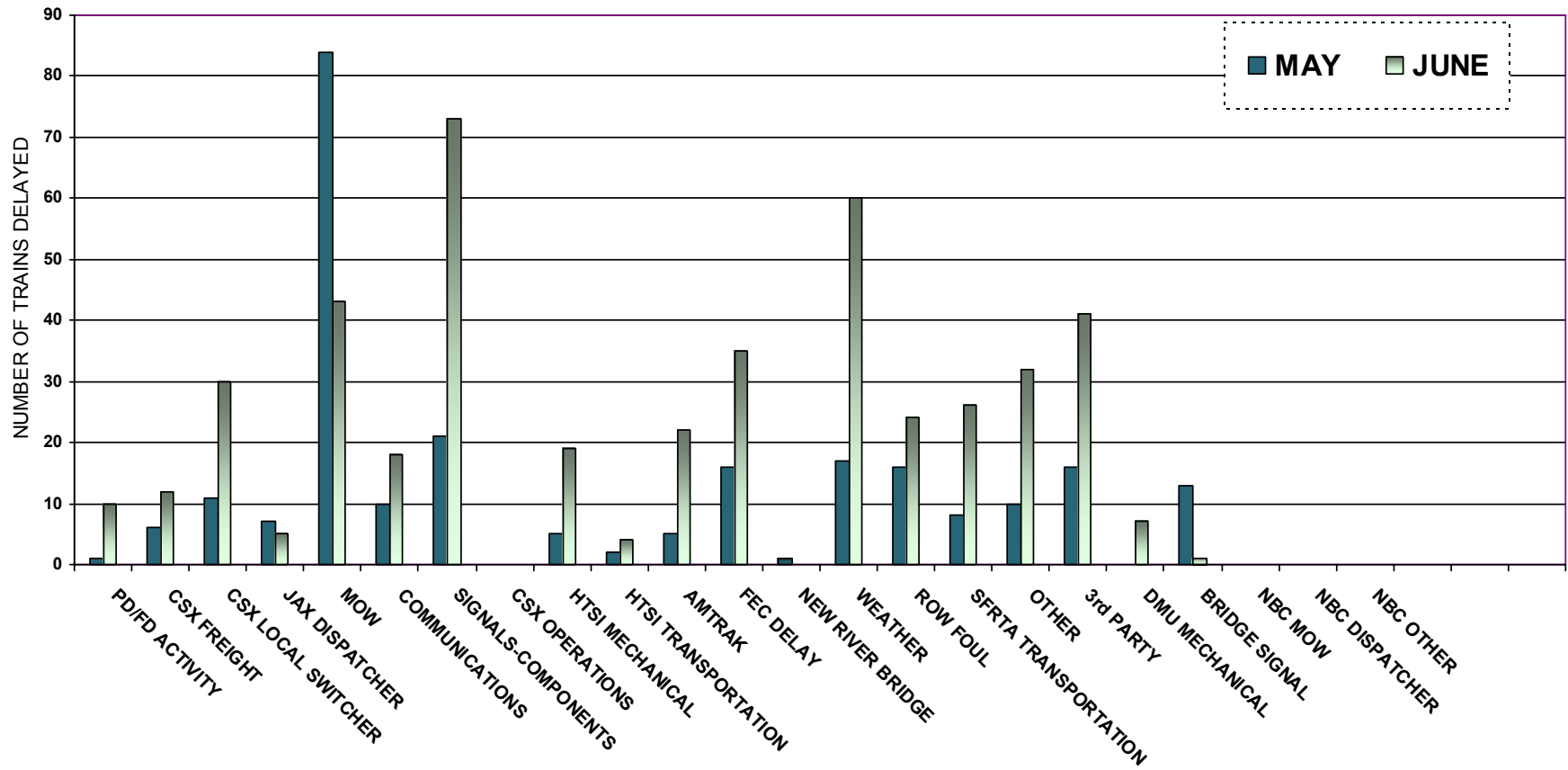


## CSXT JAX Dispatcher & Freight Delays 2007



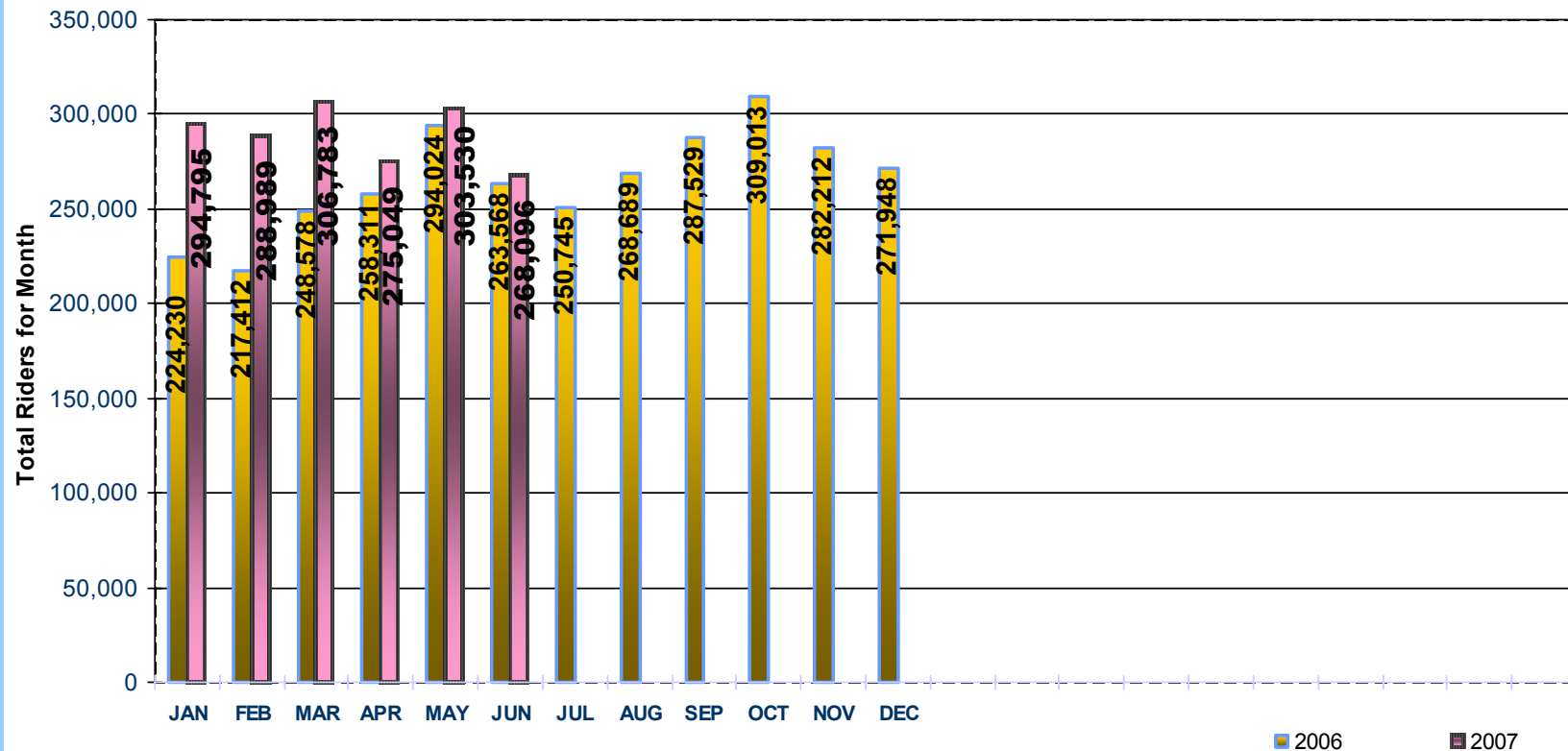


## TRAIN DELAYS 2007





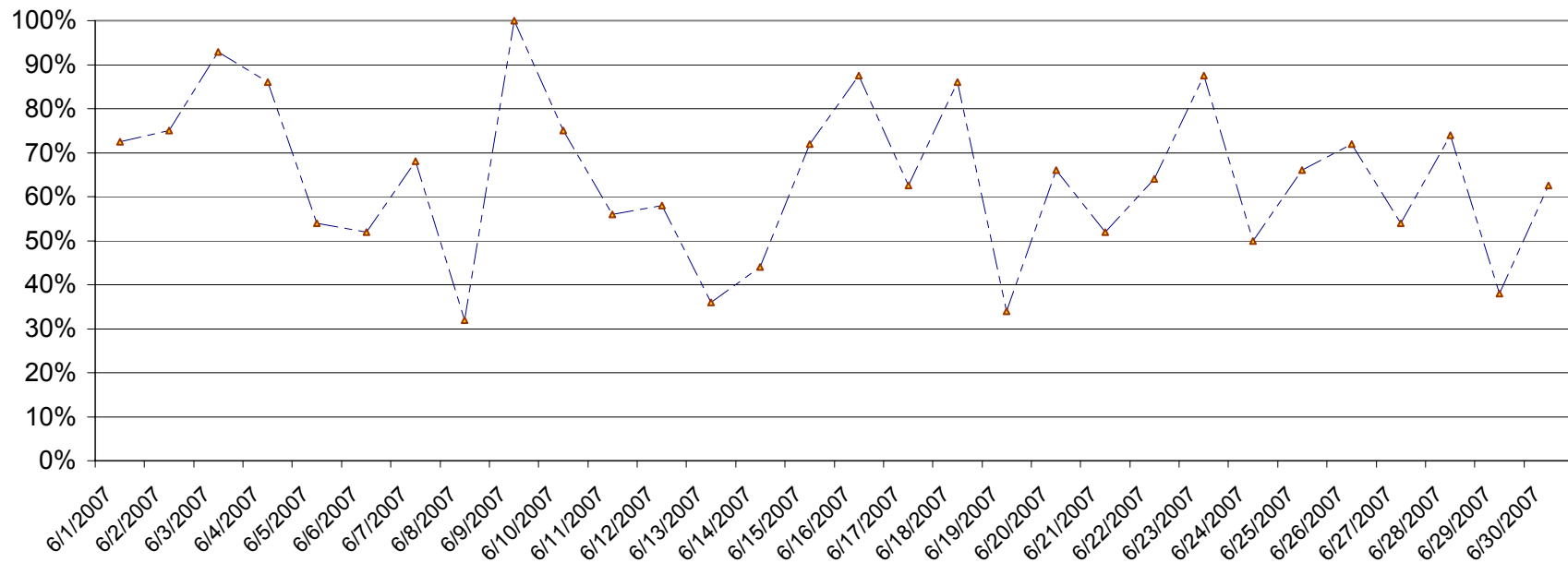
## SFRTA Tri-Rail Monthly Ridership 2007



TRI- RAIL  
ON TIME PERFORMANCE  
END TO END ~ 2007



ON TIME PERFORMANCE  
END TO END JUNE - 2007



## **AGENDA ITEM D**

### **SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY MARKETING DEPARTMENT MONTHLY SUMMARY FOR JUNE 2007 GOVERNING BOARD MEETING August 24, 2007**

#### **EMPLOYER DISCOUNT PROGRAM**

The Employer Discount Program (EDP) added 27 new employers and 214 new employees during the month of June.

- The total number of EDP tickets recorded as sold in June was 1982 and the total revenue generated was reported as \$73,294

The following companies joined the Employer Discount Program (EDP) in June:

<b>Employer</b>	<b>City</b>	<b>Enroll Date</b>
WMPH Vacations	Delray Beach	6-01-07
Avborne Heavy Maintenance, Inc.	Miami	6-01-07
Ivory International, Inc.	Miami	6-04-07
Carbellero Rivera Woodlawn Funeral Home	Miami	6-12-07
Brigitte's Flower Shop	Fort Lauderdale	6-12-07
Boca Raton Plaza Hotel and Suites	Fort Lauderdale	6-12-07
Pronto Progress	Plantation	6-12-07
Schroth Safety Products	Pompano Beach	6-12-07
B & R Industries	Pompano Beach	6-12-07
Computer Science Corporation (CSC)	West Palm Beach	6-12-07
A.D.A. Engineering, Inc.	Miami	6-12-07
A.D.A. Engineering, Inc.	West Palm Beach	6-12-07
Screen Graphics of Florida, Inc.	Fort Lauderdale	6-12-07
HMS Host	Miami	6-19-07
Silmar Electronics	Miami	6-19-07
Record Keepers	Fort Lauderdale	6-19-07
Baxter Export Corporation	Fort Lauderdale	6-19-07
School House Children's Museum	Boynton Beach	6-19-07
Wilesmith Advertising & Design	West Palm Beach	6-19-07
First Presbyterian Church	West Palm Beach	6-19-07
Tile International	Dania Beach	6-20-07
Color Reflections of Fort Lauderdale	Hollywood	6-26-07
Auslin Legal Staffing	Boca Raton	6-26-07
FISERV	Plantation	6-26-07
The Lending Zone	Fort Lauderdale	6-26-07
Legal Computer Consultants, Inc.	Hollywood	6-26-07
Airline Promotions South, Inc.	Fort Lauderdale	6-26-07

## **EDP SALES MISSIONS**

### **June:**

WMPH Vacations	Winter Park
Avborne Heavy Maintenance, Inc.	Miami
Ivory International, Inc.	Miami
Cabellero Rivera Funeral Home	Miami
Brigitte's Flower Shop	Ft. Lauderdale
Boca Raton Plaza & Suites	Boca Raton
Pronto Progress	Plantation
Children's Services Council	West Palm Beach
Palm Beach Medical Group	West Palm Beach
Phillips Foods	West Palm Beach
The Store Room	West Palm Beach
Palms West Hospital	West Palm Beach
Wellington Regional Medical Center	West Palm Beach
Best Western Palm Beach Airport	West Palm Beach
Screen Graphics of Florida	Fort Lauderdale
HMS Host	Miami
Palm Beach Atlantic University	West Palm Beach
Zim Produce	Pompano Beach
USI Southeast	Fort Lauderdale
Tile International	Dania Beach
Bluegreen Corporation	Boca Raton
Tire Hut, Inc.	Fort Lauderdale
Southwest Airlines	Fort Lauderdale
Barfield, Inc.	Miami
Seminole Tribe of Florida	Hollywood

## **GETTING YOU THERE ON THE DOUBLE**

Plans for a major marketing campaign to support the new schedule were finalized in May in anticipation of a June 4<sup>th</sup> launch. Components include a full page wrap of the three major daily newspapers and their Spanish-language subsidiaries, radio and TV ads, mailings to area chamber of commerce members, advertising in publications targeting Hispanic and African-American communities, and a partnership with Dunkin' Donuts.

## **DUMP THE PUMP/MEET & GREET**

SFRTA was one of more than 100 transit agencies to participate in APTA's second annual "Dump the Pump" promotion. Passengers could ride Tri-Rail for free on June 21 if they accessed the website and printed up a Dump the Pump voucher. Dunkin' Donuts also offered passengers a free donut as part of the voucher. More than 13,000 passengers rode Tri-Rail on Dump the Pump

Day, leading to an almost 22% increase in ridership over the same day in 2006. Senior management marked the occasion by participating in a Marketing Department-sponsored Meet & Greet at the Boca Raton Station.

### **RAIL~VOLUTION**

Marketing staff continued to support the Rail~Volution effort by finalizing plans for mobile workshops and producing fund-raising collaterals.

### **CONFERENCE OF MINORITY TRANSPORTATION OFFICIALS (COMTO)**

Marketing staff members were actively involved in COMTO's 2007 conference serving in an organizational and coordination capacity. Staff members also covered registration duties and staffed an information booth at the vendor exhibit.

### **TRAIN SAFETY AWARENESS WEEK (TSAW) RECOGNITION CEREMONY**

The Marketing and Operations Departments coordinated the 2007 Recognition Ceremony. The event was hosted by SFRTA and agency employees were commended for their participation in this year's TSAW activities. Participants from law enforcement agencies in Miami-Dade, Broward and Palm Beach counties were honored along with CSXT, Herzog, Amtrak and South Florida Commuter Services employees.

### **SEMINOLE HARD ROCK TRANSPORTATION DAY**

Marketing staff members promoted the Employer Discount Program (EDP) during a scheduled transportation day event.

### **ONGOING COMMUNITY OUTREACH EVENTS**

#### **BOYNTON BEACH CHAMBER OF COMMERCE**

Marketing staff attended the Chamber of Commerce's June meeting.

#### **DEERFIELD BEACH CHAMBER OF COMMERCE**

Marketing staff attended the Deerfield Beach Chamber of Commerce's June meeting.

#### **LAKE WORTH CHAMBER OF COMMERCE**

Marketing staff attended the Lake Worth Chamber of Commerce's June meeting.

#### **POMPANO BEACH CHAMBER OF COMMERCE**

Marketing staff attended the Pompano Beach Chamber of Commerce's June meeting.

**STUDENT OUTREACH**

Marketing staff participated in three Florida Atlantic University's (FAU's) Student Orientation sessions to inform students of their transportation options.

A Marketing staff member served in ATI Career Training Center's Program Advisory Committee. The Committee meets twice annually to provide input on curriculum and other school matters and is part of ATI's yearly accreditation process for technical schools.

**DOWNTOWN FORT LAUDERDALE TMA (DFTL/TMA)**

Marketing staff assisted in June's DFTL/TMA activities.



## **EXECUTIVE SUMMARY BUDGETED INCOME STATEMENT**

**June 2007**

### **Budgeted Income Statement**

#### **Revenue:**

For June 2007 year-to-date (YTD) actual revenue is up \$663,535 or 9 % when compared to the FY 2006/07 YTD budgeted revenue. Actual revenue is also up \$1,386,716 or 22% when compared to the FY 2005/06 YTD actual revenue. This can be attributed to an increase in service as well as ridership. SFRTA is still within budget as actual expenses for the year was \$1,671,346 below budget. (see Expenses below).

#### **Expenses:**

Currently, expenses are \$1,671,346 or 3% below budget. All expenses are well within budget. As of July 1, 2006, the price of fuel was budgeted at \$2.10 per gallon. Currently as of June 1, 2007, the average price of fuel per gallon is \$2.19. Staff will continue to monitor the price of fuel.

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY**  
**BUDGETED INCOME STATEMENT**  
**6/01/07 TO 6/30/07**

<b>REVENUE</b>	<b>JUNE 2007 ACTUAL REVENUE</b>	<b>YTD ACTUAL REVENUE</b>	<b>YTD BUDGETED REVENUE</b>	<b>OVER (UNDER) BUDGET</b>	<b>2006-07 ANNUAL BUDGET</b>	<b>BUDGET AVAILABLE</b>
Train Revenue	\$579,568	\$7,274,797	\$6,699,974	\$574,823	\$6,699,974	(\$574,823)
Interest Income / Other Income	21,809	388,712	300,000	88,712	300,000	(\$88,712)
Advertising Revenue/Other Revenue	-	-	-	-	-	-
<b>TOTAL TRAIN REVENUE</b>	<b>\$601,377</b>	<b>\$7,663,509</b>	<b>\$6,999,974</b>	<b>\$663,535</b>	<b>\$6,999,974</b>	<b>(\$663,535)</b>
<b>OPERATING ASSISTANCE</b>						
FDOT Operating JPA	2,656,220	13,298,575	13,863,000	(564,425)	13,863,000	564,425
FDOT Feeder Service JPA	1,074,270	2,631,334	2,662,774	(31,440)	2,662,774	31,440
FDOT-DMU Assistance	-	-	1,100,000	(1,100,000)	1,100,000	1,100,000
FDOT-Marketing Grant	-	-	-	-	-	-
FHWA	25,755	4,000,000	4,000,000	-	4,000,000	-
FTA Assistance	878,949	7,236,899	7,976,418	(739,519)	7,976,418	739,519
Counties Contribution	1,646,058	12,621,197	12,477,000	144,197	12,477,000	(144,197)
Broward Co. Feeder Service	8,176	562,600	606,294	(43,694)	606,294	43,694
Other Local Funding	-	100,000	100,000	-	100,000	-
<b>TOTAL ASSISTANCE</b>	<b>\$6,289,429</b>	<b>\$40,450,605</b>	<b>\$42,785,486</b>	<b>(\$2,334,881)</b>	<b>\$42,785,486</b>	<b>\$2,334,881</b>
<b>TOTAL REVENUE</b>	<b>\$6,890,806</b>	<b>\$48,114,114</b>	<b>\$49,785,460</b>	<b>(\$1,671,346)</b>	<b>\$49,785,460</b>	<b>\$1,671,346</b>

<b>EXPENSES</b>	<b>JUNE 2007 ACTUAL EXPENSES</b>	<b>YTD ACTUAL EXPENSES</b>	<b>YTD BUDGETED EXPENSES</b>	<b>(OVER) UNDER BUDGET</b>	<b>2006-07 ANNUAL BUDGET</b>	<b>BUDGET AVAILABLE</b>
Train Operations	4,956,904	28,785,956	29,014,061	228,105	29,014,061	228,105
Personnel Services	824,407	8,257,564	8,522,750	265,186	8,522,750	265,186
Train Fuel Contract	425,225	4,383,820	4,603,828	220,008	4,603,828	220,008
Feeder Service	494,990	3,504,455	3,694,876	190,421	3,694,876	190,421
General & Administrative Expenses	129,936	1,969,549	2,157,425	187,876	2,157,425	187,876
Marketing Expenses	153,855	921,343	1,028,020	106,677	1,028,020	106,677
Professional Fees	120,489	988,183	1,104,500	116,317	1,104,500	116,317
Reserve	-	-	500,000	500,000	500,000	500,000
Expenses Transferred to Capital	(215,000)	(696,756)	(840,000)	(143,244)	(840,000)	(143,244)
<b>TOTAL EXPENSES</b>	<b>\$6,890,806</b>	<b>\$48,114,114</b>	<b>\$49,785,460</b>	<b>\$1,671,346</b>	<b>\$49,785,460</b>	<b>\$1,671,346</b>





## **FINANCE & INFORMATION TECHNOLOGY EXECUTIVE SUMMARY**

### **INVOICES OVER \$2,500**

During June 2007, the SFRTA Accounts Payable division processed 477 invoices totaling \$7,026,252.78 and disbursed 202 checks, excluding payroll, totaling \$4,611,951.99.

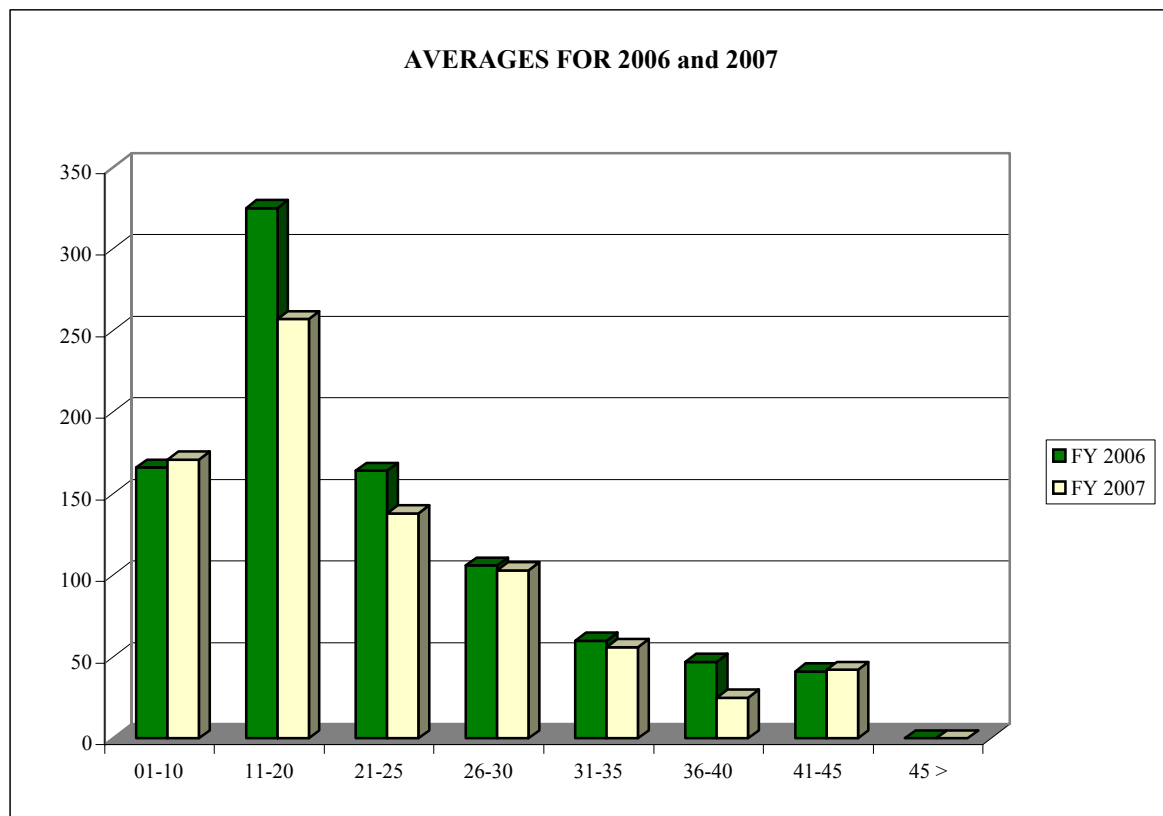
Invoices over \$2,500 represent 33.0% (66 checks) of all invoices processed in the month of June, and represent 97.0% of the value (\$4,492,905.02) of all checks processed in June 2007.

Accounts Payable processed 71.2% (47 checks) of the checks over \$2,500 within the 21-25 days, with 78.8% (52 checks) of the checks over \$2,500 processed within 30 days.

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY**  
**PAYMENT CYCLE REPORT - JUNE 2007**  
**FOR INVOICES \$2,500 AND OVER**

AGENDA ITEM NO. F

MONTHLY AVERAGE JULY 2006 TO JUNE 2007		MONTHLY AVERAGE JULY 2005 TO JUNE 2006	
INVOICE CYCLE	% OF TOTAL	INVOICE CYCLE	% OF TOTAL
0 -10 Days	21.6%	0 -10 Days	18.3%
11-20 Days	32.4%	11-20 Days	35.8%
21-25 Days	17.4%	21-25 Days	18.0%
26-30 Days	13.0%	26-30 Days	11.7%
31-35 Days	7.1%	31-35 Days	6.6%
36-40 Days	3.2%	36-40 Days	5.2%
41-45 Days	5.3%	41-45 Days	4.5%
Over 45 Days	0.0%	Over 45 Days	0.0%



**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY**  
**GOVERNING BOARD MEETING: AUGUST 24, 2007**  
**INFORMATION ITEM: PAYMENTS OVER \$2,500**  
**JUNE 1 THRU JUNE 30, 2007**

RCVD DATE	APPRVD DATE	CHECK DATE	MAILED CHECK	DAYS PROCESS	VENDOR	DESCRIPTION	AMOUNT
<b>OPERATING EXPENSES</b>							
6/20/2007	6/20/2007	6/20/2007	6/20/2007	0	SUNTRUST BANKCARD N A	Corp Cards	9,246.51
6/6/2007	6/6/2007	6/6/2007	6/6/2007	0	NATIONAL RAILROAD PASSENGER	Dispatch Svcs -05/09/2007	202,230.42
6/6/2007	6/6/2007	6/20/2007	6/6/2007	0	SUNTRUST BANKCARD N A	Corp Cards	14,512.15
5/24/2007	5/24/2007	6/1/2007	6/6/2007	13	STATE OF FLORIDA GROUP	Health Insurance -06/2007	4,690.00
5/25/2007	5/25/2007	6/1/2007	6/6/2007	12	SUNTRUST PAYROLL TAXES	SunTrust Payroll Taxes	61,821.36
5/23/2007	5/23/2007	6/1/2007	6/6/2007	14	DEPT OF FINANCIAL SVCS	SFRTA Deferred Compensation	6,823.11
5/23/2007	5/30/2007	6/1/2007	6/8/2007	16	UNUM LIFE INSURANCE	Long Term Disability -06/2007	3,880.42
6/8/2007	6/8/2007	6/20/2007	6/20/2007	12	SUNTRUST PAYROLL TAXES	SunTrust Payroll Taxes	60,390.10
6/7/2007	6/7/2007	6/20/2007	6/20/2007	13	DEPT OF FINANCIAL SVCS	SFRTA Deferred Compensation	6,823.11
6/5/2007	6/5/2007	6/20/2007	6/20/2007	15	FLORIDA DIVISION OF RETIREMENT	SFRTA FRS Contributions -06/2007	43,596.26
6/7/2007	6/7/2007	6/20/2007	6/20/2007	13	STATE OF FLORIDA GROUP	SFRTA Insurance -06/2007	62,559.60
6/21/2007	6/21/2007	6/21/2007	6/21/2007	0	NATIONAL RAILROAD PASSENGER	Dispatch Svcs -05/09/2007	221,946.42
5/3/2007	5/18/2007	6/1/2007	6/6/2007	34	STERLING FINE ARTS	Station Info Board -04/30/2007	3,060.00
5/10/2007	6/4/2007	6/4/2007	6/8/2007	29	BELLSOUTH	Reg Summ -05/2007	28,115.35
5/30/2007	5/31/2007	6/4/2007	6/8/2007	9	HDR ENGINEERING INC	Rail Ops Consult Svc -04/01-04/28/07	8,140.32
5/24/2007	5/31/2007	6/6/2007	6/8/2007	15	BITNER GOODMAN	Mrkt /PR Svcs -04/01-30/2007	3,077.50
5/17/2007	6/1/2007	6/6/2007	6/8/2007	22	BV OIL COMPANY	Train Fuel -05/01-15/2007	167,378.77
5/17/2007	5/31/2007	6/6/2007	6/8/2007	22	DOWNTOWN FT LAUDERDALE	TMA Feeder Svcs -04/01-30/2007	2,873.25
5/31/2007	6/1/2007	6/6/2007	6/8/2007	8	FLORIDA POWER & LIGHT	Station Utilities -06/07	6,602.29
5/1/2007	5/10/2007	6/6/2007	6/8/2007	38	HERZOG TRANSIT SERVICE	Base Comp Svcs -04/16-30/2007	646,886.00
5/2/2007	6/1/2007	6/6/2007	6/8/2007	37	HERZOG TRANSIT SERVICE	Misc HSTI Svcs -03/01-31/2007	2,960.27
5/21/2007	5/31/2007	6/6/2007	6/8/2007	18	LIMOUSINES OF SOUTH FLORIDA	Brwd Feeder Svcs -05/01-15/2007	80,947.50
5/12/2007	6/5/2007	6/6/2007	6/8/2007	27	SHARPTON BRUNSON & CO.	Audit Svcs -03/31/2007	5,000.00
5/20/2007	5/29/2007	6/6/2007	6/8/2007	19	THOMPSON COBURN LLP	FED/ Leg Consult Svcs -03/09-30/2007	20,049.00
5/23/2007	5/24/2007	6/6/2007	6/8/2007	16	URBAN LAND INSTITUTE	ULI Council -05/17/07	4,000.00
5/22/2007	5/31/2007	6/6/2007	6/8/2007	17	WACKENHUT CORPORATION	Wackenhut WE-05/07-13/2007	68,234.97
6/3/2007	6/8/2007	6/19/2007	6/20/2007	17	ASI-MODULEX	Ops Supp -05/2007	13,287.40
6/18/2007	6/18/2007	6/19/2007	6/21/2007	3	JOSEPH GIULIETTI	Giulietti Travel	7,137.44
6/6/2007	6/14/2007	6/19/2007	6/21/2007	15	GREENBERG TRAURIG LLP	Gen Coun -06/07	20,833.32
6/14/2007	6/18/2007	6/20/2007	6/21/2007	7	BELLSOUTH	Reg Summ -06/2007	23,917.51
6/4/2007	6/8/2007	6/20/2007	6/27/2007	23	BITNER GOODMAN	Mrkt /PR Svcs -05/31/2007	55,762.20
6/4/2007	6/7/2007	6/20/2007	6/27/2007	23	BV OIL COMPANY	Train Fuel -05/31/2007	188,192.51
6/8/2007	6/11/2007	6/20/2007	6/27/2007	19	FLORIDA POWER & LIGHT	Station Utilities -06/07	8,416.92
6/4/2007	6/7/2007	6/20/2007	6/27/2007	23	LIMOUSINES OF SOUTH FLORIDA	Brwd Feeder Svcs -05/16-31/2007	81,052.50
6/8/2007	6/11/2007	6/20/2007	6/27/2007	19	MANSFIELD MANAGEMENT CORPORATION	FUEL EXP -05/16-31/2007	2,525.86
6/4/2007	6/7/2007	6/20/2007	6/27/2007	23	MERIDIAN MANAGEMENT CORPORATION	Station Maint -05/20/2007	5,696.17
6/6/2007	6/14/2007	6/20/2007	6/27/2007	21	PALMTRAN	PB Feeder Svcs -05/2007	55,555.56
6/6/2007	6/13/2007	6/20/2007	6/27/2007	21	RESPECT OF FLORIDA	Janitor Svc -05/2007	3,531.90

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY**  
**GOVERNING BOARD MEETING: AUGUST 24, 2007**  
**INFORMATION ITEM: PAYMENTS OVER \$2,500**  
**JUNE 1 THRU JUNE 30, 2007**

RCVD DATE	APPRVD DATE	CHECK DATE	MAILED CHECK	DAYS PROCESS	VENDOR	DESCRIPTION	AMOUNT
<b>OPERATING EXPENSES</b>							
6/5/2007	6/15/2007	6/20/2007	6/27/2007	22	ATTN: LARRY PENSO SFEC	SFEC/TMA -05/2007	8,219.86
5/25/2007	6/6/2007	6/20/2007	6/27/2007	33	THOMPSON COBURN LLP	FED/ Leg Consult Svcs -05/22/2007	6,752.86
5/25/2007	6/11/2007	6/20/2007	6/27/2007	33	WACKENHUT CORPORATION	Wackenhut W/E -05/14-20/2007	137,249.57
6/1/2007	6/8/2007	6/22/2007	6/27/2007	26	WXEL TV/FM	Mrkt Promo -03/26/2007 -6/24/2007	3,076.92
6/18/2007	6/21/2007	6/28/2007	7/9/2007	21	BITNER GOODMAN	Mrkt /PR Svcs -05/01-31/2007	3,803.05
6/4/2007	6/18/2007	6/28/2007	7/9/2007	35	C2 GROUP LLC	Fed/Leg Consult Svcs -06/01/2007	10,000.00
6/1/2007	6/1/2007	6/6/2007	6/8/2007	7	TEMBO MANAGEMENT INC	Rail Volution 2007 Opening Reception Deposit -06/04/07	13,250.00
6/13/2007	6/22/2007	6/28/2007	7/9/2007	26	DOWNTOWN FT LAUDERDALE	TMA Feeder Svcs -05/01-31/2007	2,574.00
6/4/2007	6/18/2007	6/28/2007	7/9/2007	35	ERICKS CONSULTANTS	Leg Consult Svcs -05/01-31/2007 -06/01-30/2007	25,000.00
6/21/2007	6/22/2007	6/28/2007	7/9/2007	18	FLORIDA POWER & LIGHT	Station Utilities -06/07	19,569.34
6/18/2007	6/22/2007	6/28/2007	7/9/2007	21	MERIDIAN MANAGEMENT	Station Maint -05/10/2007	2,926.39
6/5/2007	6/22/2007	6/28/2007	7/9/2007	34	VEOLIA TRANSPORTATION	Mobilization -05/2007	151,099.75
6/12/2007	6/21/2007	6/28/2007	7/9/2007	27	WACKENHUT CORPORATION	Wackenhut We -05/28/2007 -06/03/2007	82,899.84
6/18/2007	6/24/2007	6/28/2007	7/9/2007	21	HERZOG TRANSIT SERVICE	Misc HTSI Svcs -04/07-05/07	8,254.83
6/17/2007	06/31/07	6/29/2007	7/9/2007	22	HERZOG TRANSIT SERVICE	Base Comp Svcs -05/1-15/2007	646,886.00
				<b>53</b>	<b>TOTAL OPERATING EXPENDITURES</b>		<b><u>3,333,316.38</u></b>

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY**  
**GOVERNING BOARD MEETING: AUGUST 24, 2007**  
**INFORMATION ITEM: PAYMENTS OVER \$2,500**  
**JUNE 1 THRU JUNE 30, 2007**

RCVD DATE	APPRVD DATE	CHECK DATE	MAILED CHECK	DAYS PROCESS	VENDOR	DESCRIPTION	AMOUNT
<b>CAPITAL EXPENDITURES</b>							
5/8/2007	5/15/2007	6/13/2007	6/13/2007	36	DMJM HARRIS	Seg 5 Consult Svcs -02/01-31/2007	83,566.13
5/14/2007	5/16/2007	6/5/2007	6/8/2007	25	HERZOG CONTRACTING CORP.	NRB Trackwork -04/30/2007	629,034.30
5/15/2007	5/16/2007	6/5/2007	6/8/2007	24	PB AMERICAS, INC.	PB Trans Consult Svcs -03/17/2007 -04/27/2007	49,506.47
6/1/2007	6/15/2007	6/19/2007	6/21/2007	20	THERMA SEAL ROOF SYSTEMS	Hia Yard Roof -05/20/2007	162,000.00
6/4/2007	6/4/2007	6/20/2007	6/27/2007	23	CSX TRANSPORTATION	NRB Flagging Svcs -05/15-21/2007	134,286.62
5/24/2007	6/5/2007	6/20/2007	6/27/2007	34	KIMLEY HORN AND ASSOCIATES	ADA Consult Svcs -12/01/06-03/31/07	5,062.73
5/18/2007	5/31/2007	6/20/2007	6/27/2007	40	MERIDIAN MANAGEMENT CORPORATION	Hurricane Station Maint -05/10/2007	18,768.31
6/4/2007	6/7/2007	6/20/2007	6/27/2007	23	MERIDIAN MANAGEMENT CORPORATION	Hurricane Station Maint -05/29/2007	3,654.20
6/8/2007	6/8/2007	6/21/2007	7/9/2007	31	GREENBERG TRAUIG LLP	Gen Coun NRB -01/2007	5,611.64
6/20/2007	6/24/2007	6/28/2007	7/9/2007	19	CORRADINO GROUP	Transit Svc Consult Svcs - 04/30/2007	3,714.98
6/4/2007	6/22/2007	6/28/2007	7/9/2007	35	PB AMERICAS, INC.	PB Trans Consult Svcs -04/28/2007 -05/25/2007	36,267.82
6/18/2007	6/24/2007	6/28/2007	7/9/2007	21	HERZOG TRANSIT SERVICE	Hurricane Yard Repairs -04/07-05/07	9,602.48
6/4/2007	6/11/2007	6/28/2007	7/9/2007	35	PB AMERICAS, INC.	Disp Software Consult Svcs -02/17/2007 -05/11/2007	18,512.96
				<b>13</b>	<b>TOTAL CAPITAL EXPENDITURES</b>		<b><u>1,159,588.64</u></b>
		<b>Item Total</b>		<b>66</b>	<b>TOTAL OPERATING EXPENSES AND CAPITAL EXPENDITURES</b>		<b><u><u>4,492,905.02</u></u></b>

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY**  
**GOVERNING BOARD MEETING: AUGUST 24, 2007**  
**INFORMATION ITEM:**  
**SUMMARY OF PAYMENTS OVER \$2,500**  
**JUNE 1, 2007 TO JUNE 30, 2007**

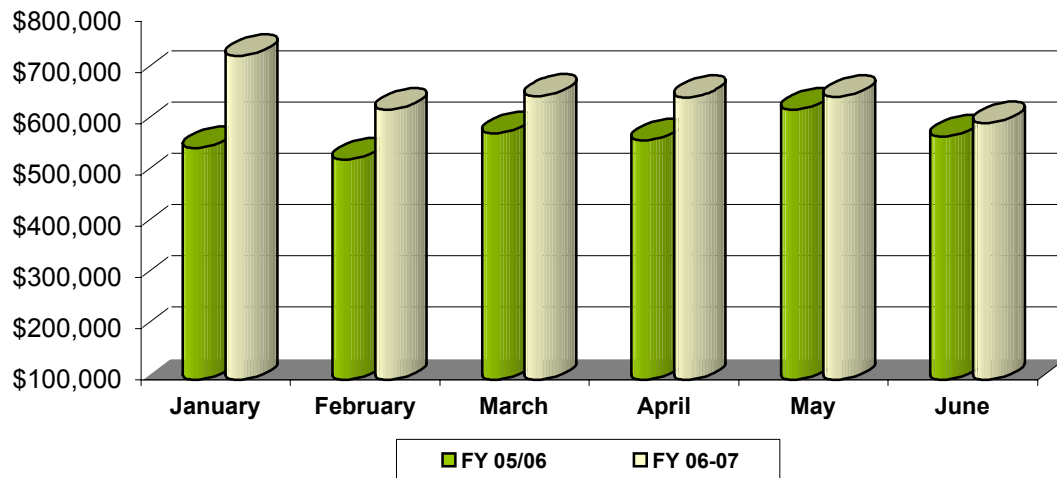
<b>INVOICE CYCLE</b>	<b>NO. CHECKS</b>	<b>PERCENT OF TOTAL</b>	<b>ACCUM %</b>
<b>0-10 days</b>	<b>9</b>	<b>13.6%</b>	<b>13.6%</b>
<b>11-20 days</b>	<b>20</b>	<b>30.3%</b>	<b>43.9%</b>
<b>21-25 days</b>	<b>18</b>	<b>27.3%</b>	<b>71.2%</b>
<b>26-30 days</b>	<b>5</b>	<b>7.6%</b>	<b>78.8%</b>
<b>31-35 days</b>	<b>10</b>	<b>15.2%</b>	<b>93.9%</b>
<b>36-40 days</b>	<b>4</b>	<b>6.1%</b>	<b>100.0%</b>
<b>41-45 days</b>	<b>0</b>	<b>0.0%</b>	<b>100.0%</b>
<b>Over 45 days</b>	<b>0</b>	<b>0.0%</b>	<b>100.0%</b>
<b>TOTAL CHECKS</b>	<b>66</b>	<b>100.0%</b>	

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY  
REVENUE REPORT- JUNE 2007**

**REVENUE - JUNE 2007**

DESCRIPTION	Jun-06	Jun-07	VARIANCE	%
Weekday Sales	470,289	487,840	17,552	3.7%
Weekend Sales	70,283	91,728	21,445	30.5%
Other Income	34,119	21,809	(12,310)	-36.1%
Total Revenue	574,691	601,377	26,687	4.6%

**Revenue Monthly Trends  
FY 05/06 and FY 06/07**



**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY  
REVENUE REPORT- JUNE 2007**

SALES BY TICKET TYPE	JUNE 2006	JUNE 2007	PERCENT CHANGE <sup>(1)</sup>
Palm Beach Schools	-	-	-
Employer Disc. Program	74,792	89,829	20%
Group Tour Sales	319	192	-40%
<b>Station Sales:</b>			
One-Way	176,344	197,332	11.9%
Roundtrip	122,437	124,755	1.9%
12 Trips	30,586	30,407	-0.6%
Monthly	38,620	42,440	9.9%
One-Way Discount	42,021	42,911	2.1%
Roundtrip Discount	34,841	31,287	-10.2%
Monthly Discount	20,611	20,415	-1.0%
<b>Total Station Sales</b>	<b>465,460</b>	<b>489,547</b>	<b>5.2%</b>
<b>Total Sales</b>	<b>540,572</b>	<b>579,568</b>	<b>7.2%</b>

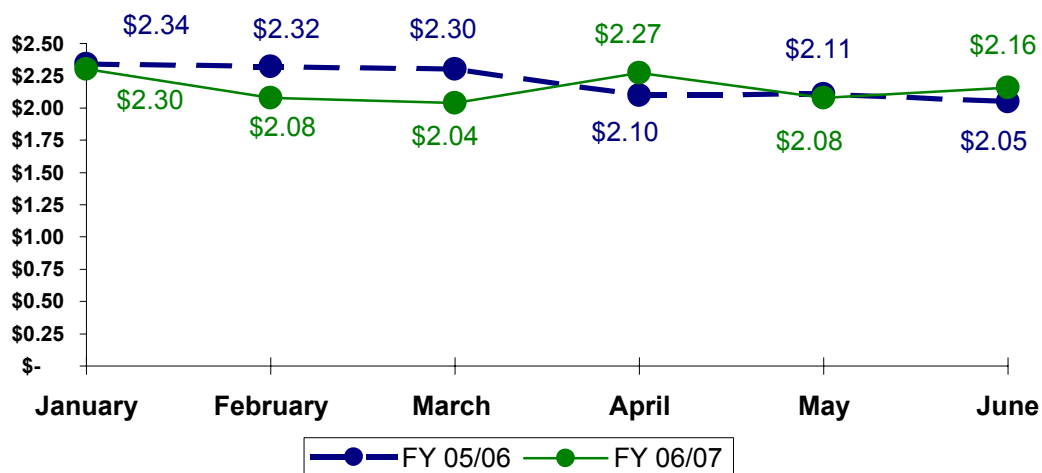
(1) Percent increase or decrease from previous year

**AVERAGE FARE**

2.05

2.16

**Average Fares  
FY 05/06 and FY 06/07**





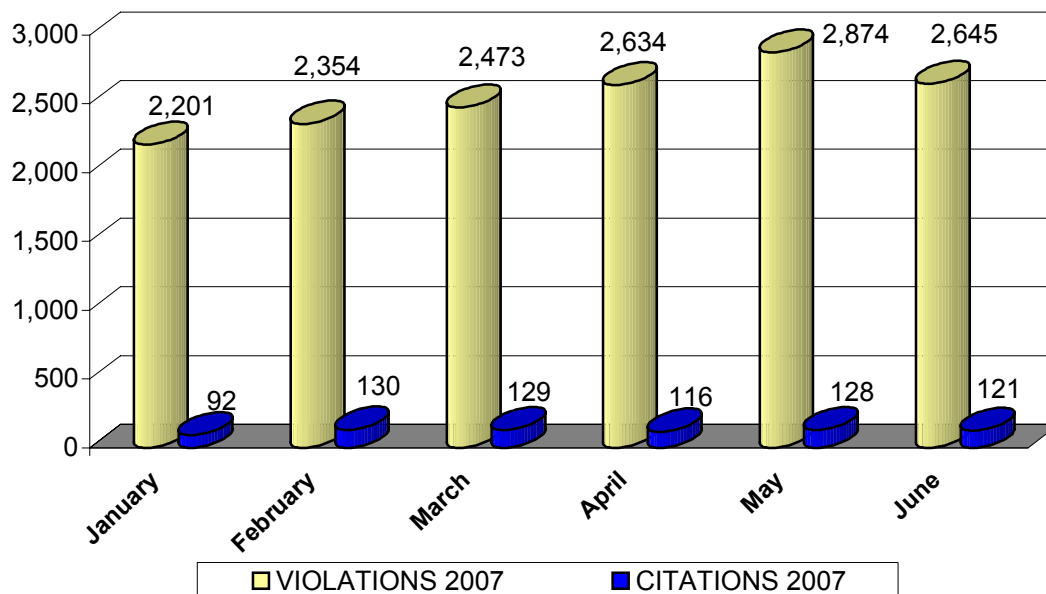
**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY  
FARE EVASION REPORT  
JANUARY 2007 THROUGH JUNE 2007**

MONTH	TOTAL INSPECTED	TOTAL VIOLATIONS	# OF CITATIONS	# OF WARNINGS	% RIDERS INSPECTED
JANUARY 2007	250,522	2,201	92	2,103	85%
FEBRUARY 2007	247,655	2,354	130	2,220	86%
MARCH 2007	316,244	2,473	129	2,335	103%
APRIL 2007	316,493	2,634	116	2,509	115%
MAY 2007	353,284	2,874	128	2,741	116%
JUNE 2007	308,831	2,645	121	2,519	115%
AVERAGE	298,838	2,530	119	2,405	103%

**FARE EVASION %                      0.86%**

**FINES       \$    11,276**

**Fare Violations  
2007**





## Solicitation Status Report June 2007

AGENDA ITEM: H

Solicitation Number	Solicitation Type	Description of Services	Advertise Date	Document Available	Pre-Submittal Conference	Due Date Bids/Proposals	Award Contract
05-722	RFP	Universal Automated Fare Collection System (UAFCS)  Contract Admin.: B. Guida Proj. Mgr.: R. Matthews	31-Mar-06	25-Apr-06	25-Apr-06	TBD	TBD
07-723	RFP	Auditing Services  Contract Admin.: B. Kohlberg Proj. Mgr.: L. Thezine	06-May-07	07-May-07	16-May-07	30-May-07	22-Jun-07
06-114	RFP	Train Control System for Dispatching on the SFRC  Contract Admin.: R. Becker Proj. Mgr.: B. Barkman	09-Mar-07	15-Mar-07	27-Mar-07	30-Aug-07	28-Sep-07
07-516	RFP	General Counsel Legal Services  Contract Admin.: R. Becker Proj. Mgr.: J. Olsen	13-Apr-07	16-Apr-07	25-Apr-07	18-May-07	22-Jun-07



**Contract Actions Executed  
Under The Executive Director's Authority  
For The Month of June 2007**

**AGENDA ITEM NO: I**

Date Signed	Contract /Purchase Order No.	Contract Action	Amount \$	Term
N/A	No Contract Actions were executed by the Executive Director for the month of June, 2007	N/A	N/A	N/A



**Contract Actions Executed  
Under The  
Construction Oversight Committee's Authority  
For The Month of June 2007**

**AGENDA ITEM: J**

Date Signed	Contract No.	Contract Action	Amount \$	Term
19-Jun-07 Contractor Project  Justification	99-825 <b>DMJM+HARRIS Segment 5 and the New River Bridge Project</b> Amendment Number 18 to Agreement 99-825 between SFRTA and DMJM+HARRIS for Project Management Consultant Services. This amendment extends the period of performance for Project Management and Construction Management Services for both the Segment 5 Project and the New River Bridge Project from June 30, 2007 until August 30, 2007 with no increase in the current Not-To-Exceed amount.	Amendment No. 18	0.00	N/A